

Oneida Tribe of Indians of Wisconsin



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.



UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

BC Meeting Materials March 25, 2015

Open Session

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the following 408 pages are the Open Session meeting materials presented at a meeting duly called, noticed and held on the 25th day of MARCH, 2015.

A handwritten signature in blue ink that reads "Lisa Summers".

Lisa Summers, Tribal Secretary
Oneida Business Committee



Oneida Business Committee

Regular Meeting
9 a.m. Wednesday, March 25, 2015
BC Conference Room, 2nd floor, Norbert Hill Center

Agenda

To get a copy of the agenda, go to: <http://oneida-nsn.gov/>

- I. Call to Order and Roll Call**
- II. Opening**
- III. Adopt the agenda**
- IV. Oaths of Office**
 - A. Pardon and Forgiveness Screening Committee – Gene Redhail**
 - B. Environmental Resource Board – Shawn Skenandore**
- V. Minutes**
 - A. Approve February 25, 2015 regular meeting minutes**
 - B. Approve March 03, 2015 special meeting minutes**
- VI. Resolutions**
 - A. Adopt resolution titled Take your Son/Daughter to Work Day**
Sponsor: Fawn Billie, Councilwoman
 - B. Adopt resolution titled Rules of the Appellate Procedure Amendments**
Sponsor: Brandon Stevens, Councilman
 - C. Adopt resolutions for fee to trust 6 Properties**
Sponsor: Pat Pelky, Division Director
 - 1. Adopt resolution titled Fee to Trust application for property located at N6955 VanBoxtel Rd.**
 - 2. Adopt resolution titled Fee to Trust application for property located at 1970 Belmont Drive**
 - 3. Adopt resolution titled Fee to Trust application for property located at 3261 W. Mason St.**
 - 4. Adopt resolution titled Fee to Trust application for property located at N7284 County Rd J.**
 - 5. Adopt resolution titled Fee to Trust application for property located at W772 County Rd. EE**
 - 6. Adopt resolution titled Fee to Trust application for property located at W1927 Ray Road**
- VII. Appointments**

A. Post vacancy for Election Board
Sponsor: Lisa Summers, Tribal Secretary

B. Appoint Dakota Webster to Oneida Nation Arts Board
Sponsor: Cristina Danforth, Tribal Chairwoman

VIII. Continuing Resolution Reports

A. Accept Oneida Gaming Commission continuing resolution closeout report
Sponsor: Mark A. Powless, Sr., Chairman

B. Accept Oneida Gaming Division continuing resolution closeout report
Sponsor: Louise Cornelius, Gaming General Manager

C. Accept Department of Public Works continuing resolution closeout report
Sponsor: Bruce Danforth, Asst. Division Director/Development Operations

D. Accept Final Audit Memo for the continuing resolution closeout reports
Sponsor: Lisa Summers, Tribal Secretary

E. Delete the continuing resolution closeout reports agenda item
Sponsor: Lisa Summers, Tribal Secretary

IX. Standing Committees

A. Legislative Operating Committee

Sponsor: Councilman Brandon Stevens, Chair

1. **Accept Legislative Operating Committee meeting minutes of February 18, 2015**
2. **Accept Legislative Operating Committee meeting minutes of March 04, 2015**
3. **Accept Legislative Operating Committee 1st Quarter Report FY '15**

B. Finance Committee

Sponsor: Treasurer Trish King, Chair

1. **Ratify E-Poll Action Finance Committee Action taken**
2. **Approve Finance Committee minutes of March 2, 2015**
3. **Approve Finance Committee minutes of March 16, 2015**

C. Community Development Planning Committee

Sponsor: Vice Chairwoman Melinda J. Danforth, Chair

1. **Accept CDPC 1st quarter report FY '15**

D. Quality of Life

Sponsor: Councilwoman Fawn Billie, Chair

1. **Accept the Quality of Life Meeting Notes from February 06, 2015**
2. **Accept the Quality of Life 1st Quarter Report FY '15**

X. General Tribal Council

A. Petition Genskow Budget Development Legal Review
Sponsor: Jo Anne House, Chief Council

B. Petition Genskow Swimming Lessons Legal Review
Sponsor: Jo Anne House, Chief Council

XI. Unfinished Business**A. Indian Child Welfare Act Policy Resolution Follow-Up**

Sponsor: Jo Anne House, Chief Council

XII. Tabled Business (No Requested Action)**XIII. New Business****A. Ratify E- Poll Approve Limited Waiver of Sovereign Immunity Blue Shield Contract #2014-1170**

Sponsor: Lisa Summers, Tribal Secretary

B. Approve Limited Waiver of Sovereign Immunity – United Healthcare Insurance Contract #2014-0648

Sponsor: Debbie Danforth, Division Director/Operations-Comprehensive Health

C. Approve Valley Forge Lobbying Gifts

Liaison: Brandon Stevens, Councilman

D. Accept Oneida Nation School Board's SOP for Contract Personnel Salaries and Benefits

Liaison: Fawn Billie, Councilwoman

E. Accept quarterly reporting update and direct appropriate follow-up

Sponsor: Lisa Summers, Tribal Secretary

F. Approve Kelly L. Skenandore to represent the Tribe as a member of the TribalNet Advisory Board

Sponsor: Debbie Danforth, Division Director/Operations

G. Support Dissertation Research Review

Sponsor: Jo Anne House, Chief Counsel

H. Accept Self-Funded Health Insurance Rate Financial Impact 1st Quarter Report FY '15

Sponsor: Larry Barton, Chief Financial Officer

I. Approve Tourism Budget Reallocation Long House Bark Request

Sponsor: Joanie Buckley, Director/Internal Services

J. Approve Eric Krawczyk to WI Public Health Council

Sponsor: Debbie Danforth, Division Director/Operations

K. Approve Business Committee Travel Dashboard Template

Sponsor: Lisa Summers, Tribal Secretary

L. Approve Business Committee Travel Report Template

Sponsor: Lisa Summers, Tribal Secretary

M. Approve Business Committee Travel Request Template

Sponsor: Lisa Summers, Tribal Secretary

N. Approve Revised Business Committee Agenda Request Template

Sponsor: Lisa Summers, Tribal Secretary

O. Ratify E-Poll Request to Host Midwest Alliance of Sovereign Tribes (MAST) Regional Meeting

Sponsor: Cristina Danforth, Tribal Chairwoman

- P. Brothertown Indian Nation to discuss Brothertown Collection** (*scheduled at 11:15 a.m. on Tuesday March 24, 2015*)
 Sponsor: Lisa Summers, Tribal Secretary

XIV. Travel

A. Travel Reports

- 1. Accept travel report for Councilman Brandon Stevens – NCAI – Oct. 27-31, 2014**
 Sponsor: Brandon Stevens, Councilman

B. Travel Requests

- 1. Tribal Secretary Lisa Summers – Crimes Against Children in Indian Country Conference – Carlton MN, Apr. 27-30, 2015**
 Sponsor: Lisa Summers, Tribal Secretary
- 2. Ratify E-Poll for Councilman Tehassi Hill – UW/Native Nations Summit on Environmental Health – Madison WI, March 12-13, 2015**
 Sponsor: Tehassi Hill, Councilman
- 3. Approve Grant Funded Travel Request for Councilman Tehassi Hill – Tribal Environmental Program Management Conference – Chicago IL, April 06-09, 2015**
 Sponsor: Tehassi Hill, Councilman
- 4. Ratify E-Poll Deny Gaming Travel Procedural Exception – NIGA Annual Trade Show – Sand Diego CA, March 30 – April 03, 2015**
 Sponsor: Lisa Summers, Tribal Secretary

XV. Reports (*This section of the agenda is scheduled to begin at 1:30 p.m.*)

A. Operational Reports

- 1. Organizational Development** – Melanie Burkhart, Supervisor
- 2. Self-Governance** – Chris Johns, Coordinator
- 3. Retail Enterprise** – Michelle Doxtator, Area Manager-Retail Profit
- 4. Gaming General Manager** – Louise Cornelius, General Manager-Gaming

B. Corporate Reports

- 1. Oneida Seven Generations Corporation** – Gene A. Keluche, Chairman
- 2. Oneida Airport Hotel Corporation** – Janice Skenandore-Hirth, Chairwoman
- 3. Oneida Golf Enterprise Corporation** – Janice Skenandore-Hirth, Agent
- 4. Bay Bancorporation Inc.** – Jeff Bowman, President
- 5. Oneida Total Integrated Enterprises** – William “Butch” Rentmeester, Chairman
- 6. Oneida Engineering Science & Construction Group, LLC** – Jackie Zalim, Chairwoman

C. Boards Committees and Commissions

- 1. Land Claims Commission** – Amelia Cornelius, Chairwoman
 Liaison: Brandon Stevens, Councilman
Excerpt from February 25, 2015: (1) Motion by Jennifer Webster to halt stipends to the Land Claims Commission until the Land Claims Commission’s quarterly report is submitted to and accepted by the Business Committee, seconded by Lisa Summers. Motion carried unanimously.

(2) Motion by Lisa Summers to defer the concern regarding delinquent reporting to the Land Claims Commission's liaisons, Brandon Stevens and Jennifer Webster, for follow-up, seconded by Melinda J. Danforth. Motion carried unanimously.

2. Land Commission – Amelia Cornelius, Chairwoman

Liaison: Tehassi Hill, Councilman

Excerpt from February 25, 2015: Motion by Melinda J. Danforth to defer the Oneida Land Commission quarterly report to the March 11, 2015 Business Committee meeting, seconded by Lisa Summers. Motion carried unanimously.

XVI. Executive Session

A. Executive Session meeting minutes

1. Executive Session meeting minutes March 10, 2015 *(No Requested Action)*
2. Executive Session meeting minutes March 24, 2015 *(No Requested Action)*

B. Reports

1. **Oneida Seven Generations Corporation** – Gene Keluche, Sagestone Management LLC
(Carryover, reported on March 11, 2015)
2. **Oneida Airport Hotel Corporation** – Janice Skenandore-Hirth, Chairwoman
(Carryover, reported on March 11, 2015)
3. **Oneida Golf Enterprise Corporation** – Janice Skenandore-Hirth, Agent
(Carryover, reported on March 11, 2015)
4. **Bay Bancorporation Inc.** – Jeff Bowman, President
(Carryover, reported on March 11, 2015)
5. **Oneida Total Integrated Enterprises** – William “Butch” Rentmeester, Chairman
6. **Oneida Engineering Science & Construction Group, LLC** – Jackie Zalim, Chairwoman
7. **Chief Counsel report** – Jo Anne House, Chief Counsel
8. **Officers’ report** – Melinda J. Danforth, Tribal Vice-Chairwoman
9. **Retail Enterprise 1st Quarter report** – Michelle Doxtator, Area Manager-Retail Profit
10. **Intergovernmental Affairs & Communications Department Report** – Nathan King, Director
11. **Gaming General Manager** – Louise Cornelius, General Manager-Gaming

C. Audit Committee

1. Accept the Slot Compliance Audit and lift the confidentiality requirement allowing Tribal members to view the audit

Sponsor: Tehassi Hill, Councilman

Excerpt from February 25, 2015: Motion by Tehassi Hill to defer this agenda item the next regular Business Committee meeting, seconded by Lisa Summers. Motion carried unanimously.

Sponsor: Councilman Tehassi Hill, Audit Committee Chairman

2. Accept the Audit Committee 1st Quarter FY’ 15 report

Sponsor: Tehassi Hill, Councilman

D. Unfinished Business

1. **Approve Limited Waiver of Sovereign Immunity for Vision Oneida, LLC, Contract #2015-0110**
Sponsor: Tehassi Hill, Councilman
Excerpt from March 03, 2015: (1) Motion by Melinda J. Danforth to defer this item to the regular Business Committee meeting of March 11, 2015, in order for us conduct further due diligence, seconded by Brandon Stevens. Motion carried unanimously. (2) Motion by Brandon Stevens for the Chairwoman's Office set up a meeting between the Land Commission and the Business Committee before March 11, 2015, including a memorandum identifying the stated concerns, seconded by Tehassi Hill. Motion carried unanimously.
Excerpt from February 25, 2015: Motion by Melinda J. Danforth to move this agenda item to the special Business Committee meeting that will be scheduled on or before March 04, 2015, and to direct Law Office to provide the necessary follow-up information, seconded by Lisa Summers. Motion carried unanimously.
2. **Review Complaint re: Oneida Personnel Commission**
Sponsor: Lisa Summers, Tribal Secretary
Excerpt from February 23, 2015: Motion by Lisa Summers to accept the complaint re: Oneida Personnel Commission and defer the complaint to the Legislative Operating Committee and Law Office for additional follow-up to be brought back to the March 25, 2015 Business Committee meeting, seconded by Fawn Billie. Motion carried unanimously.

E. Tabled Business (No Requested Action)**F. New Business**

1. **Ratify e-poll: approve procedural exception for offer to purchase 2 properties #022720151A and #022720152A**
Sponsor: Lisa Summers, Tribal Secretary
2. **Ratify e-poll: Approve State Lobbyist contract #2015-0202**
Sponsor: Lisa Summers, Tribal Secretary
3. **Approve Attorney Sweeney contract #2015-0096**
Liaison: Lisa Summers, Tribal Secretary
4. **Approve amendment to Attorney contract #2015-0188**
Sponsor: Jo Anne House, Chief Counsel
5. **Approve 36 new enrollments**
Liaison: Brandon Stevens, Councilman
6. **Approve 1 new enrollment**
Liaison: Brandon Stevens, Councilman
7. **Safety concern**
Sponsor: Gerald L. Hill, Chief Judge-Appellate and Denise Beans, Chief Judge-Trial
8. **Update regarding Gaming impact from Tier IV upgrade**
Sponsor: Louise Cornelius, Gaming General Manager
9. **Pardon and Forgiveness Recommendation for Anthony Galbraith**
Sponsor: Lisa Summers, Tribal Secretary
10. **Limited Waiver of Sovereign Immunity Arise Health Plan Insurance Contract #2015-0018**
Sponsor: Dr. Ravi Vir, Medical Director

11. Limited Waiver of Sovereign Immunity Bayer Healthcare Contract #2014-0854

Sponsor: Debra J. Danforth, Operations Director

12. Limited Waiver of Sovereign Immunity Catamaran National Provider Network Contract #2014-0485

Sponsor: Debra J. Danforth, Operations Director

13. Limited Waiver of Sovereign Immunity McKesson Supply Contract #2014-1330

Sponsor: Debra J. Danforth, Operations Director

XVII. Adjourn

Posted on the Tribe's official website, www.oneida-nsn.gov, at 4:00 p.m. Friday, March 20, 2015, pursuant to the Open Records and Open Meetings Law, section 7.17-1. For additional information, please call the Business Committee Support Office at (920) 869-4364.

The meeting packet of the open session materials for this meeting is available to Tribal members by going to the Members-Only section of the Tribe's official website at: www.oneida-nsn.gov/MembersOnly

For information about this meeting, please call the Business Committee Support Office at (920) 869-4364 or (800) 236-2214.

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. 3.

2. 4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above): _____
Name, Title / Dept. or Tribal Member

Additional signature (as needed): _____
Name, Title / Dept.

Additional signature (as needed): _____
Name, Title / Dept.

- 1) Save a copy of this form in a pdf format.
- 2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org



Onondas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.

Onelda Tribe of Indians of Wisconsin

BUSINESS COMMITTEE



UENWA DEMOLUN YATEHE
Because of the help of this Onondaga Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

P.O. Box 365 • Onelda, WI 54155
Telephone: 920-869-4364 • Fax: 920-869-4040

Memorandum

To: Lisa Summers, Tribal Secretary
From: Kathleen M. Metoxen, Executive Tribal Clerk
Date: February 25, 2015
Subject: Oath of Office for Pardon and Forgiveness Screening Committee

I also sent an e-mail to Don White on January 9, 2015 advising him to make a recommendation for an SSB representative and an alternate for the Pardon and Forgiveness Screening Committee for a 3 year term. He responded back saying he will forward this to Linda Torres for the recommendation. The recommendation was made on January 12, 2015 with Gene Redhail being the primary person and Evangeline Danforth being the alternate. The Chairwoman made her appointment at the February 25, 2015 Business Committee meeting with Gene Redhail being the primary person and Evangeline Danforth being the alternate.

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. 3.

2. 4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above): _____
Name, Title / Dept. or Tribal Member

Additional signature (as needed): _____
Name, Title / Dept.

Additional signature (as needed): _____
Name, Title / Dept.

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**Oneida Tribe of Indians of Wisconsin
BUSINESS COMMITTEE**



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had constantly refused to aid them.



**P.O. Box 365 • Oneida, WI 54155
Telephone: 920-869-4364 • Fax: 920-869-4040**



UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

Memorandum

To: Lisa Summers, Tribal Secretary
From: Kathleen M. Metoxen, Executive Tribal Clerk
Date: February 25, 2015
Subject: Oath of Office for Environmental Resource Board

The posting was in the November 26, 2014 issue of the Kalihwisaks for (1) one vacancy on the Environmental Resource Board for a (3) three year term with the deadline of December 26, 2014. There were (3) three applicants for the (1) one vacancy on the Environmental Resource Board. The appointment was made on the February 25, 2015 BC Agenda.

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one): New Business/Request

Agenda item title (see instructions):

Approve February 25, 2015 regular meeting minutes

Action requested (choose one)

Information only

Action - please describe:

Approve February 25, 2015 regular meeting minutes

3. Justification

Why BC action is required (see instructions):

BC minutes require BC approval

4. Supporting Materials

Instructions

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. February 25, 2015 regular meeting minutes 3.
2. 4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Lisa Summers, Tribal Secretary

Requestor (if different from above):
Name, Title / Dept. or Tribal Member

Additional signature (as needed):
Name, Title / Dept.

Additional signature (as needed):
Name, Title / Dept.

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Oneida Business Committee

Regular Meeting

9 a.m. Wednesday, Feb. 25, 2015

BC Conference Room, 2nd floor, Norbert Hill Center

Minutes - DRAFT

Present: Chairwoman Tina Danforth, Treasurer Trish King, Council members: Fawn Billie, Tehassi Hill, Brandon Stevens, Jennifer Webster;

Not Present: ;

Arrived at: Secretary Lisa Summers 9:35 a.m.; Vice-Chairwoman Melinda J. Danforth 9:49 a.m.

Others present: Daniel King, Brad Graham, Bill Graham, Ravinder Vir, Laura Manthe, Debbie Danforth, Michelle Mays, Lisa Aho, Geraldine Danforth, Lynn Franzmeier, Shawn Skenandore, Michele Doxtator, Sheila Huff, Cheryl Skolaski, Cheryl Stevens, Pri Dessart, Tracy Williams, Leah Dodge, Dianne Mclester-Heim, Joanie Buckley

I. Call to Order and Roll Call by Chairwoman Tina Danforth at 9:02 a.m.

II. Opening by Councilman Tehassi Hill

A. Moment of Silence – Chairwoman Tina Danforth

A Moment of Silence for the family of Jim Tenuta, State Lobbyist, who has passed away.

III. Adopt the agenda

Motion by Tehassi Hill to adopt the agenda with one change (to move agenda item VII.C. Appoint Gene Redhail, Evangeline Danforth, Eric Boulanger, and Lyle Metoxen to the Pardon and Forgiveness Screening Committee to the beginning of the agenda), seconded by Trish King. Motion carried unanimously:

Ayes: Trish King, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Melinda J. Danforth, Lisa Summers

IV. Oaths of Office administered by Tribal Chairwoman, Tina Danforth

A. Pardon and Forgiveness Screening Committee –Evangeline Danforth, Eric Boulanger, and Lyle Metoxen (*Gene Redhail not present*)

V. Minutes

A. Approve February 11, 2015 regular meeting minutes

Motion by Jennifer Webster to approve the February 11, 2015 regular meeting minutes, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Trish King, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Melinda J. Danforth, Lisa Summers

VI. Resolutions

A. Adopt resolution titled Indian Child Welfare Act Policy (*No Update Submitted*)

Sponsor: Jo Anne House, Chief Counsel

Excerpt from February 11, 2015: Motion by Lisa Summers to defer the resolution titled Indian Child Welfare Act Policy to the next regular Business Committee meeting, seconded by Jennifer Webster. Motion carried unanimously.

Motion by Jennifer Webster to defer for 30 days the resolution titled Indian Child Welfare Act Policy, seconded by Trish King. Motion carried unanimously:

Ayes: Trish King, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Melinda J. Danforth, Lisa Summers

B. Adopt resolution titled Administration for Children and Families – Administration for Native Americans, Native American Language Preservation and Maintenance/Esther Martinez Immersion

Sponsor: Don White, Division Director/GSD

Motion by Brandon Stevens to adopt resolution 02-25-15-A Administration for Children and Families – Administration for Native Americans, Native American Language Preservation and Maintenance/Esther Martinez Immersion, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Trish King, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Melinda J. Danforth, Lisa Summers

C. Adopt resolution titled Administrative Procedures Act Amendments Emergency Adoption

Sponsor: Councilman Brandon Stevens, LOC Chairman

Motion by Tehassi Hill to adopt resolution 02-25-15-B Administrative Procedures Act Amendments Emergency Adoption, seconded by Trish King. Motion carried unanimously:

Ayes: Trish King, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Melinda J. Danforth, Lisa Summers

D. Adopt resolution titled Adoption of Amendments to the following to remove references to the Oneida Appeals Commission pursuant to GTC Resolution 07-01-13-A: Attorney Contract Policy, Condominium Ordinance, Emergency Management and Homeland Security, Employee Protection Policy, Local Land Use Regulation Reimbursement Policy, Notary Act, Oneida Election Law, Oneida Food Service Code, Oneida Nation Law Enforcement Ordinance, Oneida Vendor Licensing, Real Property Law, Social Media Policy, Tattooing and Body Piercing Law and Tribal Environmental Response

Sponsor: Councilman Brandon Stevens, LOC Chairman

Motion by Tehassi Hill to adopt resolution 02-25-15-C Adoption of Amendments to the following to remove references to the Oneida Appeals Commission pursuant to GTC Resolution 07-01-13-A: Attorney Contract Policy, Condominium Ordinance, Emergency Management and Homeland Security, Employee Protection Policy, Local Land Use Regulation Reimbursement Policy, Notary Act, Oneida Election Law, Oneida Food Service Code, Oneida Nation Law Enforcement Ordinance, Oneida Vendor Licensing, Real Property Law, Social Media Policy, Tattooing and Body Piercing Law and Tribal Environmental Response, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Trish King, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Melinda J. Danforth, Lisa Summers,

VII. Appointments

A. Appoint Shawn Skenandore to the Environmental Resource Board

Sponsor: Tina Danforth, Tribal Chairwoman

Excerpt from February 11, 2015: Motion by Lisa Summers to defer this to the next regular Business Committee meeting and have ERB bring back their information on how they can come up some solutions to the training aspect, seconded by Brandon Stevens. Motion carried unanimously.

Motion by Brandon Stevens to appoint Shawn Skenandore to the Environmental Resource Board, seconded by Jennifer Webster. Motion carried with one abstention:

Ayes: Trish King, Fawn Billie, Jennifer Webster
Abstained: Tehassi Hill
Not Present: Melinda J. Danforth, Lisa Summers

B. Appoint Daniel King, Safety Coordinator, to the Department of Energy – Nuclear Energy Tribal Working Group

Sponsor: Pat Pelky, Division Director/EH&S

Motion by Jennifer Webster to appoint Daniel King, Safety Coordinator, to the Department of Energy – Nuclear Energy Tribal Working Group, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Trish King, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Melinda J. Danforth, Lisa Summers

C. Appoint Gene Redhail, Evangeline Danforth, Eric Boulanger, and Lyle Metoxen to the Pardon and Forgiveness Screening Committee

Sponsor: Tina Danforth, Tribal Chairwoman

Motion by Jennifer Webster to appoint Gene Redhail, Evangeline Danforth, Eric Boulanger, and Lyle Metoxen to the Pardon and Forgiveness Screening Committee, seconded by Brandon Stevens. Motion carried with one abstention:

Ayes: Trish King, Fawn Billie, Jennifer Webster
Abstained: Tehassi Hill
Not Present: Melinda J. Danforth, Lisa Summers

VIII. Continuing Resolution Reports

A. Environmental, Health, and Safety Division continuing resolution closeout report

Sponsor: Pat Pelky, Division Director/EH&S

Excerpt from February 11, 2015: Motion by Lisa Summers to defer the Environmental, Health, and Safety Division continuing resolution close out report to the next regular Business Committee meeting so we can have a representative from EH&S present, seconded by Melinda J. Danforth. Motion carried unanimously.

Motion by Jennifer Webster to approve the Environmental, Health, and Safety Division continuing resolution closeout report, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Trish King, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Melinda J. Danforth, Lisa Summers

B. Comprehensive Health Division continuing resolution closeout report

Sponsor: Dr. Ravi Vir, Division Director/Medical & Debra J. Danforth, Division Director/Comp. Health

Excerpt from February 11, 2015: Motion by Lisa Summers to defer the Comprehensive Health Division continuing resolution close out report to the next regular business committee meeting so we can have a representative from Comp. Health present, seconded by Jennifer Webster. Motion carried unanimously.

Motion by Jennifer Webster to approve the Comprehensive Health Division continuing resolution closeout report, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Trish King, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Melinda J. Danforth, Lisa Summers

C. Trust/Enrollment Committee continuing resolution closeout report

Liaison: Brandon Stevens, Councilman

Motion by Fawn Billie to approve the Trust/Enrollment Committee continuing resolution closeout report, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Trish King, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Melinda J. Danforth, Lisa Summers

D. Organization Development continuing resolution closeout report

Sponsor: Melanie Burkhart, Organization Development Supervisor

Motion by Jennifer Webster to approve the Organization Development continuing resolution closeout report, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Trish King, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Melinda J. Danforth, Lisa Summers

E. Human Resources Department continuing resolution closeout report

Sponsor: Geraldine Danforth, Area Manager/HRD

Motion by Jennifer Webster to approve the Human Resources Department continuing resolution closeout report, seconded by Brandon Stevens. Motion carried unanimously:

Ayes: Trish King, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
 Not Present: Melinda J. Danforth, Lisa Summers

F. Personnel Commission continuing resolution closeout report

Liaison: Lisa Summers, Tribal Secretary

Motion by Jennifer Webster to approve the Personnel Commission continuing resolution closeout report, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Trish King, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
 Not Present: Melinda J. Danforth, Lisa Summers

Secretary Lisa Summers arrives at 9:35 a.m.

G. Retail Enterprise continuing resolution closeout report

Sponsor: Michele Doxtator, Retail Area Profit Manager

Motion by Jennifer Webster to approve the Retail Enterprise continuing resolution closeout report, seconded by Tehassi Hill. Motion carried with one abstention:

Ayes: Trish King, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
 Abstained: Lisa Summers
 Not Present: Melinda J. Danforth

IX. Standing Committees

A. Legislative Operating Committee

Sponsor: Councilman Brandon Stevens, LOC Chairman

Accept Legislative Operating Committee meeting minutes of February 4, 2015

Motion by Brandon Stevens to accept the Legislative Operating Committee meeting minutes of February 4, 2015, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
 Not Present: Melinda J. Danforth

B. Finance Committee

1. Ratify e-poll: Approval of Secretarial Election item in the Feb.16, 2015 Finance Committee minutes

Sponsor: Lisa Summers, Tribal Secretary

Motion by Trish King to ratify e-poll for the approval of the Secretarial Election item in the Feb.16, 2015 Finance Committee minutes, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
 Not Present: Melinda J. Danforth

2. Approve Finance Committee meeting minutes of February 16, 2015

Sponsor: Tribal Treasurer Trish King, Finance Committee Chairwoman

Motion by Jennifer Webster to approve the Finance Committee meeting minutes of February 16, 2015, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
 Ayes: Melinda J. Danforth

C. Community Development Planning Committee

Sponsor: Tribal Vice-Chairwoman Melinda J. Danforth, CDPC Chairwoman

Accept Community Development Planning Committee meeting notes of February 5, 2015

Motion by Fawn Billie to accept the Community Development Planning Committee meeting notes of February 5, 2015, seconded by Trish King. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster

Not Present: Melinda J. Danforth

D. Quality of Life (No Requested Action)

X. General Tribal Council

A. Petitioner Madelyn Genskow: Request Special GTC meeting to address 6 resolutions

Sponsor: Lisa Summers, Tribal Secretary

Motion by Tehassi Hill to accept the verified petitions from Petitioner Madelyn Genskow: Request Special GTC meeting to address 6 resolutions seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster

Not Present: Melinda J. Danforth

Motion by Tehassi Hill to send the verified petitions to the Law, Finance, Legislative Reference and Direct Report offices for the legal, financial, legislative, and administrative analyses to be completed, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster

Not Present: Melinda J. Danforth

Motion by Jenny Webster to direct Law Office, Finance, and Legislative Reference Offices to submit the analyses to the Tribal Secretary's office within 60 days and that a progress report be submitted in 45 days, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster

Not Present: Melinda J. Danforth

Motion by Lisa Summers to direct our Direct Report offices to submit appropriate administrative analyses to the Tribal Secretary's office within 30 days, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster

Not Present: Melinda J. Danforth

Vice-Chairwoman Melinda J. Danforth arrives at 9:49 a.m.

B. Approve meeting materials for March 28, 2015 special GTC meeting

Sponsor: Lisa Summers, Tribal Secretary

Motion by Jennifer Webster to approve meeting materials for the March 28, 2015 special GTC meeting, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Melinda J. Danforth, Brandon Stevens, Tehassi Hill, Jennifer Webster

XI. Unfinished Business (No Requested Action)

XII. Tabled Business (No Requested Action)

XIII. New Business

A. Approve Oneida Head Start/Early Head Start Policy Council documents

Sponsor: Jennifer Webster, Councilwoman

1. Oneida Head Start/Early Head Start Policy Council By-laws

Motion by Lisa Summers to approve the Oneida Head Start/Early Head Start Policy Council By-laws, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Melinda J. Danforth, Brandon Stevens, Tehassi Hill, Jennifer Webster

2. Oneida Head Start/Early Head Start Policy Council Impasse Resolution Agreement with the Oneida Business Committee

Motion by Melinda J. Danforth to approve the Oneida Head Start/Early Head Start Policy Council Impasse Resolution Agreement with the Oneida Business Committee, seconded by Tehassi Hill. Motion carried with one opposed:

Ayes: Trish King, Lisa Fawn Billie, Melinda J. Danforth, Brandon Stevens, Tehassi Hill, Jennifer Webster

Opposed: Lisa Summers

For the record: Lisa Summers stated I do appreciate the way that the agreement is laid out, and I think that it's a good one. I just don't support it because I think that we should first look to internal resources before we go to outside resources. I just want to make sure that it's clear, that it's not that I don't support what your intent is here; I think it is a good intent, I just think we look internally first.

3. Oneida Head Start/Early Head Start Selection Criteria – Eligibility

Motion by Melinda J. Danforth to approve the Oneida Head Start/Early Head Start Selection Criteria – Eligibility, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Melinda J. Danforth, Brandon Stevens, Tehassi Hill, Jennifer Webster

4. Oneida Head Start/Early Head Start Eligibility, Recruitment, Selection, Enrollment and Attendance (ERSEA) Plan

Motion by Melinda J. Danforth to approve the Oneida Head Start/Early Head Start Eligibility, Recruitment, Selection, Enrollment and Attendance (ERSEA) Plan, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Melinda J. Danforth, Brandon Stevens, Tehassi Hill, Jennifer Webster

XIV. Travel

A. Travel Reports

1. Accept travel report for Councilwoman Fawn Billie – MBK Community Challenge National Convening – Washington D.C, February 11-13, 2015 (originally scheduled for January 29, 2015)

Sponsor: Fawn Billie, Councilwoman

Motion by Brandon Stevens to accept the travel report for Councilwoman Fawn Billie – MBK Community Challenge National Convening – Washington D.C, February 11-13, 2015 (originally scheduled for January 29, 2015), seconded by Lisa Summers. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Melinda J. Danforth, Brandon Stevens, Tehassi Hill, Jennifer Webster

Chairwoman Tina Danforth departs at 10:27 a.m. Vice-Chairwoman Melinda J. Danforth assumes the responsibilities of the Chair.

2. Accept travel report for Councilman Brandon Stevens – MBK Community Challenge National Convening – Washington D.C, January 28, 2015

Sponsor: Brandon Stevens, Councilman

Motion by Jennifer Webster to accept the travel report for Councilman Brandon Stevens – MBK Community Challenge National Convening – Washington D.C, January 28, 2015, seconded by Trish King. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Tehassi Hill, Brandon Stevens, Jennifer Webster

Not Present: Tina Danforth

B. Travel Requests**1. Councilman Brandon Stevens – NIGA Tradeshow & Convention – San Diego, CA, March 30-April 2, 2015**

Sponsor: Brandon Stevens, Councilman

Motion by Fawn Billie to approve the travel request for Councilman Brandon Stevens – NIGA Tradeshow & Convention – San Diego, CA, March 30-April 2, 2015, seconded by Lisa Summers. Motion withdrawn.

Motion by Fawn Billie to defer this item to 1:30 p.m., seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster

Not Present: Tina Danforth

Motion by Trish King to approve the travel request for Councilman Brandon Stevens – NIGA Tradeshow & Convention – San Diego, CA, March 30-April 2, 2015, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Tehassi Hill, Jennifer Webster

Abstained: Brandon Stevens

Not Present: Tina Danforth

Motion by Lisa Summers to recess at 10:51 a.m. and to resume at 1:30 p.m., seconded by Fawn Billie. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Tehassi Hill, Brandon Stevens, Jennifer Webster

Not Present: Tina Danforth

XV. Reports (This section of the agenda is scheduled to begin at 1:30 p.m.)

Chairwoman Tina Danforth called the meeting back into session at 1:29 p.m.

*Councilman Tehassi Hill is excused for the remainder of the meeting.**Councilman Brandon Stevens is not present.**Councilman Brandon Stevens arrives at 1:32 p.m.***A. Operational Reports****1. Internal Services Division report – Joanie Buckley, Division Director**

Motion by Jennifer Webster to accept the Internal Services Division quarterly report, seconded by Trish King.

Motion carried unanimously:

Ayes: Melinda J. Danforth, Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Jennifer Webster

Not Present: Tehassi Hill

*Councilman Brandon Stevens departs at 2:01 p.m.**Councilman Brandon Stevens arrives at 2:02 p.m.***2. Office of the Ombudsman report – Dianne McLester-Heim, Ombudsman**

Motion by Melinda J. Danforth to accept the Office of the Ombudsman quarterly report and have a meeting with the Ombudsman to start identifying the request for the roles, responsibilities and expectations, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Melinda J. Danforth, Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Jennifer Webster

Not Present: Tehassi Hill

B. Corporate Reports (No Requested Action)**C. Boards Committees and Commissions**

1. Oneida Nation School Board – Debbie Danforth, Chairwoman

Liaison: Fawn Billie, Councilwoman

Motion by Jennifer Webster to accept the Oneida Nation School Board's quarterly report, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Melinda J. Danforth, Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Jennifer Webster

Not Present: Tehassi Hill

2. Land Claims Commission – Amelia Cornelius, Chairwoman *(No Report Submitted)*

Liaison: Brandon Stevens, Councilman

Motion by Jennifer Webster to halt stipends to the Land Claims Commission until the Land Claims Commission's quarterly report is submitted to and accepted by the Business Committee, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Melinda J. Danforth, Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Jennifer Webster

Not Present: Tehassi Hill

Motion by Lisa Summers to defer the concern regarding delinquent reporting to the Land Claims Commission's liaisons, Brandon Stevens and Jennifer Webster, for follow-up, seconded by Melinda J. Danforth. Motion carried unanimously:

Ayes: Melinda J. Danforth, Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Jennifer Webster

Not Present: Tehassi Hill

3. Land Commission – Amelia Cornelius, Chairwoman

Liaison: Tehassi Hill, Councilman

Motion by Melinda J. Danforth to defer the Oneida Land Commission quarterly report to the March 11, 2015 Business Committee meeting, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Melinda J. Danforth, Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Jennifer Webster

Not Present: Tehassi Hill

XVI. Executive Session**A. Executive Session meeting minutes of February 23, 2015**

Present: Chairwoman Tina Danforth, Vice-Chairwoman Melinda J. Danforth, Treasurer Trish King, Secretary Lisa Summers, Council members Fawn Billie, Tehassi Hill, Jennifer Webster;

Not Present: ;

Arrived At: Council member Brandon Stevens 9:09 a.m.;

Others Present: Louise Cornelius, Chad Fuss, Amelia Cornelius, Mary Jo Nash, Pat Pelky, Larry Barton, Nate King, Jo Anne House. Priscilla Leverence, Debbie Danforth, Brandon Stevens, Wes Martin, Dave Larsen, Kelly McAndrews, Nathan King, Lois Strong, Florence Petri, MaryAnn Kruckeberg;

1. Call to order by Chairwoman Tina Danforth at 8:59 a.m.**2. Adopt the agenda**

Motion by Lisa Summers to adopt the agenda with noted times (agenda item XVI.D.1. Discussion regarding acreage in Brown County at 9:00 a.m. and agenda item XVI.D.2. Family Care Implementation at 3:00 p.m.), seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Melinda J. Danforth, Fawn Billie, Tehassi Hill, Jennifer Webster

Not Present: Brandon Stevens

3. Executive discussion

Motion by Lisa Summers to go into executive session at 9:01 a.m., seconded by Fawn Billie. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Melinda J. Danforth, Fawn Billie, Tehassi Hill, Jennifer Webster
 Not Present: Brandon Stevens

Council member Brandon Stevens arrives at 9:09 a.m.

Consensus to break at 12:30 p.m. and to reconvene at 2:00 p.m.

Reconvened meeting called to order at 2:00 p.m. by Chairwoman Tina Danforth.

4. Adjourn

Motion by Tehassi Hill to come out of executive session at 6:55 p.m., seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Melinda J. Danforth, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster

Motion by Lisa Summers to adjourn at 6:55 p.m., seconded by Fawn Billie. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Melinda J. Danforth, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster

B. Reports

1. Chief Financial Officer report – Larry Barton, Chief Financial Officer

Motion by Jennifer Webster to accept the Chief Financial Officer report, seconded by Trish King. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
 Not Present: Tina Danforth

2. Chief Counsel report – Jo Anne House, Chief Counsel

Motion by Lisa Summers to accept the Chief Counsel report including the requested action within the report, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
 Not Present: Tina Danforth

3. Officers' report – Melinda J. Danforth, Tribal Vice-Chairwoman *(No Requested Action)*

4. Intergovernmental Affairs and Communications – Nathan King, Legislative Affairs Director

Motion by Lisa Summers to accept the Intergovernmental Affairs and Communications report, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
 Not Present: Tina Danforth

C. Audit Committee

Sponsor: Councilman Tehassi Hill, Audit Committee Chairman

1. Accept Audit Committee meeting minutes of January 15, 2015

Motion by Tehassi Hill to accept the Audit Committee meeting minutes of January 15, 2015, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
 Not Present: Tina Danforth

2. Accept Internal Audit report for January 2015

Motion by Jennifer Webster to accept the Internal Audit report for January 2015, seconded by Trish King. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
 Not Present: Tina Danforth

3. Accept the Slot Compliance Audit and lift the confidentiality requirement allowing Tribal members to view the audit

Motion by Tehassi Hill to defer this agenda item the next regular Business Committee meeting, seconded by Lisa Summer. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
 Not Present: Tina Danforth

4. Accept the Craps Rules of Play Audit and lift the confidentiality requirement allowing Tribal members to view the audit

Motion by Lisa Summer to accept the Craps Rules of Play Audit and lift the confidentiality requirement allowing Tribal members to view the audit, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
 Not Present: Tina Danforth

5. Review Development Division concerns

Motion by Lisa Summer to accept the Review Development Division concerns report as information and have the appropriate parties work together to follow up with any required action, seconded by Jenny Webster. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
 Not Present: Tina Danforth

D. Unfinished Business

1. Discussion regarding acreage in Brown County (Scheduled at 9:00 a.m. on 2/23/15)

Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

Excerpt from the February 11, 2015: Motion by Melinda J. Danforth accept the item as information and request that, at the next Business Committee meeting, the Intergovernmental Affairs and Communications Department and the Gaming Division provide the Business Committee with an update on the five (5) acres, seconded by Lisa Summers. Motion carried unanimously.

i. Gaming Division

Sponsor: Louise Cornelius, Gaming General Manager

Motion by Trish King to accept the Gaming Division and Intergovernmental Affairs and Communications reports as information and request Gaming Division and Intergovernmental Affairs and Communications to follow-up, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
 Not Present: Tina Danforth

Motion by Lisa Summers to schedule a special Business Committee meeting on or before March 04, 2015 to address the follow-up on this this item, seconded by Trish King. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
 Not Present: Tina Danforth

ii. Intergovernmental Affairs and Communications

Sponsor: Nathan King, Legislative Affairs Director

Motion by Trish King to accept the Gaming Division and Intergovernmental Affairs and Communications reports as information and request Gaming Division and Intergovernmental Affairs and Communications to follow-up, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
 Not Present: Tina Danforth

Motion by Lisa Summers to schedule a special Business Committee meeting on or before March 04, 2015, to address the follow-up on this this item, seconded by Trish King. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
 Not Present: Tina Danforth

2. Family Care Implementation (Scheduled at 3:00 p.m. on 2/23/15)

Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

Excerpt from February 11, 2015: Trish King to accept the update and direct the Tribal Secretary to schedule a debriefing for next week following the conference call with the State that is being held on Friday, seconded by Tehassi Hill. Motion carried unanimously.¹

Motion by Tehassi Hill to accept the update on the Family Care Implementation report and request the capacity numbers and additional information the Business Committee had requested be brought back, seconded by Brandon Stevens. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
 Not Present: Tina Danforth

Amendment to the main motion by Lisa Summers that the Family Care Implementation report and update be placed on the agenda for the special Business Committee meeting that will be scheduled on or before March 04, 2015, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
 Not Present: Tina Danforth

E. Tabled Business (No Requested Action)

F. New Business

1. Review Complaint re: Oneida Personnel Commission

Sponsor: Lisa Summers, Tribal Secretary

Motion by Lisa Summers to accept the complaint re: Oneida Personnel Commission and defer the complaint to the Legislative Operating Committee and Law Office for additional follow-up to be brought back to the March 25, 2015 Business Committee meeting, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
 Not Present: Tina Danforth

2. Update re: Internal Services Complaint

Sponsor: Lisa Summers, Tribal Secretary

Motion by Lisa Summers to accept the recommendation presented to the Oneida Business Committee regarding the Update re: Internal Services Complaint, seconded by Trish King. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
 Not Present: Tina Danforth

3. Approve temporary wage adjustment

Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

Motion by Tehassi Hill to approve temporary wage adjustment with the effective date of February 25, 2015, seconded by Trish King. Motion carried unanimously:

¹ At the February 11, 2015, regular Business Committee meeting, Vice-Chairwoman Melinda J. Danforth noted that this item should remain on the Business Committee agenda

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
 Not Present: Tina Danforth

4. Approve Limited Waiver of Sovereign Immunity for Vision Oneida, LLC, Contract #2015-0110

Sponsor: Tehassi Hill, Councilman

Motion by Lisa Summers to defer the Limited Waiver of Sovereign Immunity for Vision Oneida, LLC, Contract #2015-0110 to the next Business Committee meeting and have the Law office work with the Division of Land Management to address the identified concerns, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
 Not Present: Tina Danforth

Motion by Lisa Summers to go into executive session at 2:55 p.m., seconded by Brandon Stevens. Motion carried unanimously:

Ayes: Melinda J. Danforth, Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Jennifer Webster
 Not Present: Tehassi Hill

Motion by Brandon Stevens to come out of executive session at 3:25 p.m., seconded by Fawn Billie. Motion carried unanimously:

Ayes: Melinda J. Danforth, Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Jennifer Webster
 Not Present: Tehassi Hill

Motion by Melinda J. Danforth to move this agenda item to the special Business Committee meeting that will be scheduled on or before March 04, 2015, and to direct Law Office to provide the necessary follow-up information, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Melinda J. Danforth, Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Jennifer Webster
 Not Present: Tehassi Hill

5. Approve procedural exception for one (1) offer to purchase

Sponsor: Pat Pelky, Division Director/DOLM

Motion by Lisa Summers to approve procedural exception for one (1) offer to purchase, not to exceed the appraised value, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
 Not Present: Tina Danforth

6. Approve OBC responses to four (4) petitions

Sponsor: Lisa Summers, Tribal Secretary

Motion by Lisa Summers to accept the approved OBC responses of four (4) petitions as information, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
 Not Present: Tina Danforth

XVII. Adjourn

Motion by Melinda J. Danforth to adjourn at 2:55 p.m., seconded by Fawn Billie. Motion withdrawn.

Motion by Melinda J. Danforth to adjourn at 3:27 p.m., seconded by Fawn Billie. Motion carried unanimously:

Ayes: Melinda J. Danforth, Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Jennifer Webster
 Not Present: Tehassi Hill

Minutes prepared by Chad Wilson, Project Manager
Minutes approved as presented/corrected on _____.

Lisa Summers, Tribal Secretary
ONEIDA BUSINESS COMMITTEE

DRAFT

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

Approve March 3, 2015 special meeting minutes

3. Justification

Why BC action is required (see instructions):

BC minutes require BC approval

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

- | | |
|---|-------------------------|
| 1. <input type="text" value="March 3, 2015 special meeting minutes"/> | 3. <input type="text"/> |
| 2. <input type="text"/> | 4. <input type="text"/> |

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above): _____
Name, Title / Dept. or Tribal Member

Additional signature (as needed): _____
Name, Title / Dept.

Additional signature (as needed): _____
Name, Title / Dept.

- 1) Save a copy of this form in a pdf format.
- 2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org



Oneida Business Committee

Special Meeting

8:15 a.m. Tuesday, Mar. 3, 2015

BC Conference Room, 2nd floor, Norbert Hill Center

Minutes – Draft

Present: Vice-Chairwoman Melinda J. Danforth, Treasurer Trish King, Secretary Lisa Summers, Council members: Fawn Billie, Tehassi Hill, Brandon Stevens, Jennifer Webster;

Not Present: ;

Arrived at: Chairwoman Tina Danforth at 8:31 a.m.;

Others present: ;

I. Call to Order and Roll Call by Vice-Chairwoman Melinda J. Danforth at 8:17 a.m.

II. Opening by Councilman Tehassi Hill

III. Adopt the agenda

Motion by Lisa Summers to adopt the agenda, seconded by Brandon Stevens. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Tina Danforth

IV. New Business

A. Approve April 11, 2015 date for the Special Election

Liaison: Melinda J. Danforth, Tribal Vice-Chairwoman

Motion by Brandon Stevens to approve the recommendation of the Election Board to set the date of the Special Election to fill the Business Committee vacancy for April 11, 2015, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Tina Danforth

Chairwoman Tina Danforth arrives at 8:32 a.m. and assumes the responsibilities of the Chair.

V. Executive Session

Motion by Lisa Summers to go into executive session at 8:33 a.m., seconded by Trish King. Motion carried unanimously:

Ayes: Fawn Billie, Melinda J. Danforth, Tehassi Hill, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

Motion by Melinda J. Danforth to come out of executive session at 10:50 a.m., seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Fawn Billie, Melinda J. Danforth, Tehassi Hill, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

A. Unfinished Business**1. Discussion regarding acreage in Brown County**

Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

Excerpt from February 25, 2015: (1) Motion by Trish King to accept the Gaming Division and Intergovernmental Affairs and Communications reports as information and request Gaming Division and Intergovernmental Affairs and Communications to follow-up, seconded by Jennifer Webster. Motion carried unanimously. (2) Motion by Lisa Summers to schedule a special Business Committee meeting on or before March 04, 2015 to address the follow-up on this this item, seconded by Trish King. Motion carried unanimously.

Excerpt from the February 11, 2015: Motion by Melinda J. Danforth accept the item as information and request that, at the next Business Committee meeting, the Intergovernmental Affairs and Communications Department and the Gaming Division provide the Business Committee with an update on the five (5) acres, seconded by Lisa Summers. Motion carried unanimously.

Motion by Brandon Stevens to accept the discussion regarding the acreage in Brown County as information, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Fawn Billie, Melinda J. Danforth, Tehassi Hill, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

2. Family Care Implementation

Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

Excerpt from February 25, 2015: (1) Motion by Tehassi Hill to accept the update on the Family Care Implementation report and request the capacity numbers and additional information the Business Committee had requested be brought back, seconded by Brandon Stevens. Motion carried unanimously. (2) Amendment to the main motion by Lisa Summers that the Family Care Implementation report and update be placed on the agenda for the special Business Committee meeting that will be scheduled on or before March 04, 2015, seconded by Jennifer Webster. Motion carried unanimously.

Excerpt from February 11, 2015: Trish King to accept the update and direct the Tribal Secretary to schedule a debriefing for next week following the conference call with the State that is being held on Friday, seconded by Tehassi Hill. Motion carried unanimously.

Motion by Melinda J. Danforth to accept the verbal update from Comprehensive Health Division and Intergovernmental Affairs and Communications and request that those parties to continue to work to develop a plan of action for the state budget process as soon as possible, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Melinda J. Danforth, Tehassi Hill, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

3. Approve Limited Waiver of Sovereign Immunity for Vision Oneida, LLC, Contract #2015-0110

Sponsor: Tehassi Hill, Councilman

Excerpt from February 25, 2015: Motion by Melinda J. Danforth to move this agenda item to the special Business Committee meeting that will be scheduled on or before March 04, 2015, and to direct Law Office to provide the necessary follow-up information, seconded by Lisa Summers. Motion carried unanimously.

Motion by Melinda J. Danforth to defer this item to the regular Business Committee meeting of March 11, 2015, in order for us conduct further due diligence, seconded by Brandon Stevens. Motion carried unanimously:

Ayes: Fawn Billie, Melinda J. Danforth, Tehassi Hill, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

Motion by Brandon Stevens for the Chairwoman's Office set up a meeting between the Land Commission and the Business Committee before March 11, 2015, including a memorandum identifying the stated concerns, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Fawn Billie, Melinda J. Danforth, Tehassi Hill, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

VI. Adjourn

Motion by Brandon to adjourn at 10:53 a.m., seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Fawn Billie, Melinda J. Danforth, Tehassi Hill, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

Minutes prepared by Lisa Liggins, Executive Assistant

Minutes approved as presented/corrected on _____.

Lisa Summers, Tribal Secretary
ONEIDA BUSINESS COMMITTEE

DRAFT

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

[Empty box for defining executive information]

Agenda Header (choose one): Resolution

Agenda item title (see instructions):

Take your Son/Daughter to Work Day

Action requested (choose one)

Information only

Action - please describe:

Adopt Take your Son/Daughter to Work Day Resolution

3. Justification

Why BC action is required (see instructions):

Resolution needs to be adopted by OBC

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. [Empty box] 3. [Empty box]

2. [Empty box] 4. [Empty box]

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Fawn Billie, Council Member

Requestor (if different from above):

Name, Title / Dept. or Tribal Member

Additional signature (as needed):

Name, Title / Dept.

Additional signature (as needed):

Name, Title / Dept.

1) Save a copy of this form in a pdf format.

2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidation.org

Memorandum

To: Oneida Business Committee
From: Councilwoman Fawn Billie
Date: February 17, 2015
Subject: Take your Son/Daughter to Work Day Resolution

Purpose: I am respectfully requesting the Oneida Business Committee to officially recognize April 24th, 2015 as Take Your Son/Daughter to Work Day by adopting the attached resolution. No statement of effect needed per Legal Resource Office.

Background: I would like to re-establish this day for the Oneida Tribe. The Take Your Son/Daughter to Work Day is important because it allows our youth to see different perspectives of responsibilities of the workplace. It aligns with our Strategic Directions of Committing to Building a Responsible Nation, Advancing Onʼyoteʼa.ka Principles, Implementing “Good Governance” processes and Creating a positive organizational Culture. This is beneficial to both parties involved by encouraging and giving exposure to a positive work experience. By providing this opportunity for our youth is the key in building a responsible nation. This also supports the My Brother’s Keeper Initiative by creating youth leadership and mentorship.

“Exposing girls and boys to what a parent or mentor in their lives does during the work day is important, but showing them the value of their education, helping them discover the power and possibilities associated with a balanced work and family life, providing them an opportunity to share how they envision the future, and allowing them to begin steps toward their end goals in a hands-on and interactive environment is key to their achieving success.”-

<http://www.daughtersandsonstowork.org>

Requested Action: Motion to adopt Take Your Son/Daughter to Work Day Resolution.

**Take your Son/Daughter to Work Day
BC Resolution _____**

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WHEREAS, the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and

WHEREAS, the Oneida General Tribal Council is the governing body of the Oneida Tribe of Indians of Wisconsin; and

WHEREAS, the Oneida Business Committee has been delegated the authority of Article IV of the Oneida Tribal Constitution by the Oneida General Tribal Council; and

WHEREAS, the Oneida Tribe of Indians has a vision of being a Nation of strong families built on Tsi?niyukwalihot^ and a strong economy; and

WHEREAS, we encourage the growth and development of strong families by promoting quality education and a positive work ethic; and

WHEREAS, the Oneida Tribe of Indians has a work force of nearly 3000 employees that could have a tremendous impact on the youth in our community; and,

WHEREAS, the Oneida Tribe of Indians of Wisconsin operates multiple programs that support the youth, elders, education, leadership development, and overall community wellbeing; and

WHEREAS, the Oneida Business Committee has defined its Strategic Directions which include:

- Implementing Good Governance Process
- Committing to build a responsible nation
- Advancing On^yote?a.ka principles
- Creating a positive organizational Culture

WHEREAS, the encouragement and support we provide for our youth is the foundation for sustaining a successful, healthy and growing community with good minds, good hearts and a strong fire.

NOW THEREFORE BE IT RESOLVED, that the Oneida Business Committee heartily endorses Take Your Son/Daughter to Work Day on the fourth Thursday of April each year. The Oneida Business Committee encourages parents, aunts, uncles and grandparents to bring their child to work on Thursday, April 23, 2015.

46 **BE IT FURTHER RESOLVED**, the Directors, Supervisors and Managers shall work in
47 the best and most safe interest of the Oneida Tribe to accommodate the requests of
48 employees to bring their children to work on this day.

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51 **BE IT FINALLY RESOLVED**, the Oneida School System shall be encouraged to
52 participate and support their students to be engaged in this positive learning experience as
53 long as the students are in good attendance and academic standing.

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CERTIFICATION

59 I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that
60 the Oneida Business Committee is composed of 9 members of whom 5 members
61 constitute a quorum. ___members were present at a meeting duly called, noticed and
62 held on the ___day of _____, 2015; that the foregoing resolution was duly adopted
63 at such meeting by a vote of _____members for; ___ members against; and ___
64 members not voting; and that said resolution has not been rescinded or amended in any
65 way.

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Lisa Summers, Tribal Secretary
Oneida Business Committee

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above):

Additional signature (as needed):

Additional signature (as needed):

1) Save a copy of this form in a pdf format.

2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

Oneida Tribe of Indians of Wisconsin

Legislative Reference Office


P.O. Box 365
 Oneida, WI 54155
 (920) 869-4376
 (800) 236-2214
<http://oneida-nsn.gov/LOC>



Committee Members

Brandon Stevens, Chairperson
 Tehassi Hill, Vice Chairperson
 Fawn Billie, Councilmember
 Jennifer Webster, Councilmember

Memorandum

To: Oneida Business Committee
From: Brandon Stevens, LOC Chairperson 
Date: March 4, 2015
Re: Rules of Appellate Procedure Amendments

Please find attached the following for your consideration:

1. Fiscal Impact: Rules of Appellate Procedure Amendments
2. Resolution: Rules of Appellate Procedure Amendments
3. Statement of Effect: Rules of Appellate Procedure Amendments
4. Rules of Appellate Procedure (redline)
5. Rules of Appellate Procedure (clean)

Overview

On December 19, 2014, the Oneida Business Committee adopted emergency amendments to the Rules of Appellate Procedure (Rules). The attached resolution would adopt those amendments, with some minor formatting updates, on a permanent basis. The amendments would create new definitions in the Rules and correct inadvertent omissions. This includes updating the definition of “attorney” to remove references to advocates; and defining “advocate” “original hearing body” and “record.” The terms “advocate” and “original hearing body” are also incorporated throughout the Rules, where appropriate. “Initial Review” would also be defined under the amendments and a section is added to the Rules to require an Initial Review be conducted by three members of the Court when a Notice of Appeal or Perfected Notice of Appeal is filed.

Additional amendments would allow tracked U.S. or private mail to be used for service and clarify Clerk responsibilities regarding the certification of records. The amendments also increase the time for the Court to complete a case from one hundred and twenty days to one hundred and eighty days. Finally, the amendments give the Court the flexibility to allow parties to cite cases during oral argument, even if those cases have not been cited in a brief.

Additional, minor revisions were made that do not affect the content of the Rules. A public meeting was held on February 5, 2015 in accordance with the Legislative Procedures Act and no comments were received on the proposed changes.

Requested Action

Approve the Resolution: Rules of Appellate Procedure Amendments.

ONEIDA TRIBE OF INDIANS OF WISCONSIN



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.

ONEIDA FINANCE OFFICE

Office: (920) 869-4325 • Toll Free: 1-800-236-2214
FAX # (920) 869-4024



UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

MEMORANDUM

DATE: February 19, 2015
FROM: Rae Skenandore, Project Manger
TO: Larry Barton, Chief Financial Officer
Ralinda R. Ninham-Lamberies, Assistant Chief Financial Officer
RE: Fiscal Impact of the Amendments to the Rules of Appellate Procedure

I. Background

The Oneida Tribal Judicial System was created by GTC Resolution # 01-07-13-B. BC Resolution 04-25-14-B adopted the Oneida Judiciary Rules of Appellate Procedure to be effective when the Judiciary goes into effect November 1, 2014. The Family Court Judge has requested that amendments be made to the Law so that the Court of Appeals can run in a more effective and efficient manner. The amendments include the following:

- Definitions were expanded.
- Processes and procedures were added or clarified.

II. Executive Summary of Findings

The operational costs of the Judiciary were budgeted beginning with the fiscal year 2014 budget. There are no additional costs to the proposed amendments.

III. Financial Impact

No fiscal impact

IV. Recommendation

The Finance Department does not make a recommendation in regards to course of action in this matter. Rather, it is the purpose of this report to disclose potential financial impact of an action, so that General Tribal Council has full information with which to render a decision.

BC Resolution _____
Rules of Appellate Procedure Amendments

WHEREAS, the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and

WHEREAS, the Oneida General Tribal Council is the governing body of the Oneida Tribe of Indians of Wisconsin; and

WHEREAS, the Oneida Business Committee has been delegated the authority of Article IV of the Oneida Tribal Constitution by the Oneida General Tribal Council; and

WHEREAS, on January 7, 2013 the General Tribal Council adopted the Judiciary Law; and

WHEREAS, with the adoption of the Judiciary Law, General Tribal Council directed that Rules of Appellate Procedure (Rules) be adopted by the Oneida Business Committee or by General Tribal Council; and

WHEREAS, the Oneida Business Committee adopted Rules on April 25, 2014; and

WHEREAS, the Chief Appellate Judge of the Court of Appeals (Chief Judge) requested amendments be made to the Rules to clarify definitions and to include provisions that were inadvertently omitted; and

WHEREAS, the Oneida Business Committee adopted those amendments on an emergency basis on December 19, 2014 to ensure they would be implemented before the new Judiciary begins accepting cases on January 5, 2015; and

WHEREAS, Legislative Operating Committee processed the amendments for permanent adoption, including presenting them at a public meeting on February 5, 2015, in accordance with the Legislative Procedures Act.; and

NOW THEREFORE BE IT RESOLVED, that the attached amendments to the Rules of Appellate Procedure are hereby adopted and shall be effective in ten (10) business days.

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members constitute a quorum; ____ members were present at a meeting duly called, noticed and held on the ____ day of _____, 2014; that the foregoing resolution was duly adopted at such meeting by a vote of ____ members for; ____ members against; and ____ members not voting; and that said resolution has not been rescinded or amended in any way.

Lisa Summers, Tribal Secretary
Oneida Business Committee

*According to the By-Laws, Article I, Section 1, the Chair votes "only in the case of a tie."

**Oneida Tribe of Indians of Wisconsin
Legislative Reference Office**

Lynn A. Franzmeier, Staff Attorney
Taniquele J. Thurner, Legislative Analyst
Candice E. Skenandore, Legislative Analyst



P.O. Box 365
Oneida, WI 54155
(920) 869-4376
(800) 236-2214
<https://oneida-nsn.gov/Laws>

Statement of Effect

Rules of Appellate Procedure Amendments

Summary

This Resolution adopts amendments to the Rules of Appellate Procedure to clarify definitions and to include provisions that were inadvertently omitted when the Rules were originally adopted.

Submitted by Lynn A. Franzmeier, Staff Attorney

Analysis by the Legislative Reference Office

On January 7, 2013 the General Tribal Council (GTC) adopted the Judiciary Law and directed that Rules of Appellate Procedure be adopted by the Oneida Business Committee (OBC) or GTC. The OBC adopted Rules of Appellate Procedure on April 25, 2014. The Judiciary began accepting cases on January 5, 2015 and requested emergency amendments to the Rules be made before that date in order to enable the Judiciary to operate under consistent rules. The OBC adopted emergency amendments to the Rules on December 19, 2014 in order to clarify definitions and include provisions that were inadvertently omitted from the Rules.

After the emergency amendments were adopted, the Legislative Operating Committee processed the amendments for permanent adoption in accordance with the Legislative Procedures Act, including presenting them at a public meeting on February 5, 2015.

Conclusion

The adoption of this Resolution does not conflict with any current Tribal Law or Policy.

Chapter 154 Rules of Appellate Procedure

154.1. Purpose and Policy
154.2. Adoption, Amendment, Repeal
154.3. Definitions
154.4. General Provisions
154.5. Initiating the Appeal
154.6. Appeal by Permission
154.7. Joint, Consolidated and Cross Appeals
154.8. Service, Filing and Certification
154.9. Time Computation

154.10. Motions
154.11. Briefs
154.12. Oral Argument
154.13. Entry and Form of Judgment
154.14. Interest of Judgments
154.15. Penalties
154.16. Substitution of Parties
154.17. Costs

<i>Analysis by the Legislative Reference Office</i>					
Title	Rules of Appellate Procedures (Law)				
Requester	Chief Appellate Judge	Drafter	Lynn Franzmeier	Analyst	Candice Skenandore
Reason for Request	The Chief Appellate Judge has requested the Law be amended for clarification				
Purpose	The purpose of this Law is to govern the procedures in all actions and proceedings in the Tribe's Court of Appeals				
Authorized/ Affected Entities	Court of Appeals, Court Staff, persons utilizing the Court of Appeals				
Due Process	Court of Appeals				
Related Legislation	Rules of Civil Procedure and the Federal Rules of Appellate Procedure can be used as a guide when this Law does not address an issue; however, those rules must be consistent with existing Oneida Rules of Procedure, Tribal laws or customs of the Tribe				
Policy Mechanism	The Court of Appeals can issue penalties for frivolous appeals, delays and non-compliance with the rules				
Enforcement	The Court of Appeals can issue penalties which may include, among other things, court costs, attorney fees, double costs, interest on the award amount, damages, dismissal of the appeal, summary reversal of the original hearing body decision and/or other actions as the Court of Appeals considers appropriate				

Overview

This Law governs the procedures in all actions and proceedings of the Court of Appeals (Court) and can be used in conjunction with the Rules of Civil Procedure [See 154.1-1 and 154.4-1]. The Oneida Business Committee approved emergency amendments to this Law on December 19, 2014, and will now be considering these amendments on a permanent basis. If these amendments are not permanently adopted or are not extended, these emergency amendments will expire on June 19, 2015.

Proposed Amendments

The proposed amendments include the following:

- The definition section has been expanded to include definitions for “initial review”, “original hearing body” and “record” as well as separates the definitions of “advocate” and “attorney” [See 154.3-1 (a), (o), (s) and (v)].
- The current Law does not address what happens when the Court denies a request for stay; therefore, language was added that requires the Court to state the reasons for denying an appeal or request for stay within 30 days of the receipt of Notice of Appeal. [See 154.4-1 (b)].

- 19 ▪ The Law will now require three Appellate Judges be assigned to perform an initial review
- 20 of the Notice of Appeal within ten days of filing the Notice of Appeal or the Perfected
- 21 Notice of Appeal [See 154.5-2 (b)]. The current Law does not require an initial review.
- 22 ▪ A party can now file required papers to the Court by using private mail so long as it has a
- 23 delivery tracking feature. In accordance with the current Law, a party filing by mail must
- 24 do so by using certified mail with a return receipt [See 154.8-1 (c)].
- 25 ▪ If a party or Clerk demands, the party filing documents must provide, among other
- 26 things, proof of delivery of the filing in question. Proof of delivery is not specifically
- 27 required in the current Law [See 154.8-2 (a)].
- 28 ▪ When accepting an appeal, the Clerk must now notify the Trial Court clerk or original
- 29 hearing body that an appeal has been filed and request that the Trial Court clerk or
- 30 original hearing body prepare and file with the Court all papers comprising the record of
- 31 the appealed case within 30 days. When the Clerk certifies the record, it must be served
- 32 to all parties. The Chief Judge can extend this 30 day timeline for filing and certifying
- 33 the record for good cause upon a written request from the Trial Court clerk. Currently
- 34 the Law requires the Appellate Court Clerk, not the Trial Court Clerk, to prepare, to
- 35 certify and file all the papers comprising the record of appealed cases with the Court. In
- 36 addition, the current Law does not address extending the filing and certifying the record
- 37 30 day timeline [See 154.8-4].
- 38 ▪ Audio recordings will be considered a record of the case [See 154.8-4 (a)].
- 39 ▪ The Court will have 180 days to complete a case, instead of 120 days which is currently
- 40 required, not including extensions [See 154.9-3].
- 41 ▪ The Appellant has 20 days from when the Certification of the Record is accepted to serve
- 42 a brief to the Respondent and file the brief with the Clerk. Currently the Appellant has 20
- 43 days from when the Notice of Appeal is filed to serve and file the brief [See 154.11-1
- 44 (d)].
- 45 ▪ The Court can now permit parties to cite or discuss a case at an oral argument that was
- 46 not cited in one of the briefs [See 154.12-3]. The current Law only allows parties to cite
- 47 or discuss a case if the case has been cited in one of the briefs.

Considerations

50 This Law will require three Appellate Judges be assigned to perform an initial review of
51 the Notice of Appeal within ten days of the Notice of Appeal or the Perfected Notice of Appeal
52 are filed [See 154.5-2 (b)]. There may be times when three Appellate Judges are not available to
53 perform an initial review. In order to avoid burdening the Court, the Legislative Operating
54 Committee may want to consider eliminating the number of Appellate Judges required to
55 perform the initial review which would allow the Law to have more flexibility.

Miscellaneous

57 A public meeting was held on February 5, 2015. Additional, minor revisions were made
58 that do not affect the content of this Law.

154.1. Purpose and Policy

62 154.1-1. *Purpose.* The purpose of this Law is to govern the procedure in all actions and
63 proceedings in the divisions that make up the Court of Appeals within the Judiciary that fall
64 under the jurisdiction of the Tribe.

65 154.1-2. *Policy.* It is the policy of the Tribe that these rules are to be liberally construed to
66 ensure a speedy, fair, and inexpensive determination of every appeal.

67

68 **154.2. Adoption, Amendment, Repeal**

69 154.2-1. This Law was adopted by the Oneida Business Committee by resolution BC-04-25-14-
70 B.

71 154.2-2. This Law may be amended or repealed pursuant to the procedures set out in the Oneida
72 Legislative Procedures Act by the Oneida Business Committee or the Oneida General Tribal
73 Council.

74 154.2-3. Should a provision of this Law or the application thereof to any person or
75 circumstances be held as invalid, such invalidity shall not affect other provisions of this Law
76 which are considered to have legal force without the invalid portions.

77 154.2-4. In the event of a conflict between a provision of this Law and a provision of another
78 law, the provisions of this Law shall control.

79 154.2-5. This Law is adopted under authority of the Constitution of the Oneida Tribe of Indians
80 of Wisconsin.

81

82 **154.3. Definitions**

83 154.3-1. This section shall govern the definitions of words and phrases used within this Law.
84 All words not defined herein shall be used in their ordinary and everyday sense:

85 (a) “Advocate” shall mean an Oneida non-attorney advocate as provided by law or other
86 advocate who is presented to the court as the representative or advisor to a party.

87 ~~(a)~~(b) “Agent” shall mean a person authorized to act on behalf of another.

88 ~~(b)~~(c) “Amicus Curiae” shall mean (literally, friend of the court) a person who is not a
89 party to a case, nor solicited by any of the parties, who files a brief to assist the Court by
90 furnishing information or advice regarding questions of law or fact.

91 ~~(c)~~(d) “Answer” shall mean a written response in opposition to a brief or petition.

92 ~~(d)~~(e) “Appeal” shall mean a review in the Court of Appeals by appeal or writ of error
93 authorized by law of a judgment or order of the Trial Court or original hearing body.

94 ~~(e)~~(f) “Appellant” shall mean a person who files a notice of appeal.

95 ~~(f)~~(g) “Attorney” shall mean ~~an Oneida non-attorney advocate as provided by law and~~
96 ~~other advocate~~ a person who is admitted to practice law ~~and is presented to the court as~~
97 ~~the representative or advisor to a party.~~

98 ~~(g)~~(h) “Brief” shall mean a written legal document which aids in the Court’s decision by
99 reciting the facts of the case, the arguments being raised on appeal, and the applicable
100 law.

101 ~~(h)~~(i) “Clerk” shall mean the Clerk of the Court of Appeals.

102 ~~(i)~~(j) “Court” shall mean the Court of Appeals of the Tribe.

103 ~~(j)~~(k) “Cross-Appeal” shall mean an appeal brought by the Respondent against the
104 Appellant after the Appellant has already filed an appeal.

105 ~~(k)~~(l) “Days” shall mean calendar days, unless otherwise specifically stated.

106 ~~(l)~~(m) “Docketed” shall mean an appeal that has been filed and assigned a docket
107 number.

108 ~~(m)~~(n) “Electronic” shall mean an electronic communication system, including, but is not
109 limited to E-mail, used for filing papers with the Court or serving papers on any other
110 party.

111 (o) “Initial Review” shall mean review of the Notice of Appeal to determine if the case is
112 acceptable for appellate review.

113 ~~(n)~~(p) “Interlocutory” shall mean an order or appeal that occurs before the Trial Court or
114 original hearing body issues a final ruling on a case.

115 ~~(o)~~(q) “Joinder” shall mean the joining together of several claims or several parties all in
116 one (1) hearing, provided that the legal issues and the factual situation are the same for all
117 Appellants and Respondents.

118 ~~(p)~~(r) “Judiciary” shall mean the Oneida Tribal Judicial System.

119 (s) “Original hearing body” shall mean the administrative agency decision-making panel
120 which heard a contested case under the Administrative Procedures Act (or similar law)
121 and from which appeal is permitted by law.

122 ~~(q)~~(t) “Petitioner” shall mean a person filing a petition.

123 ~~(r)~~(u) “Pro se” shall mean advocating on one’s own behalf before the Court, rather than
124 being represented by an attorney or advocate.

125 (v) “Record” shall mean all materials identified in 154.8-4(a) of these Rules.

126 ~~(s)~~(w) “Reply Brief” shall mean a brief of a party to a legal action in answer to points of
127 law raised in an opponent’s brief but not in his or her own.

128 ~~(t)~~(x) “Respondent” shall mean a person adverse to the Appellant.

129 ~~(u)~~(y) “Rules” shall mean ~~the Court of Appeals~~these Rules of Appellate Procedure.

130 ~~(v)~~(z) “Stay” shall mean a suspension of a case or a suspension of a particular
131 proceeding, including orders, within a case that prevents enforcement pending appeal or
132 other circumstances.

133 ~~(w)~~(aa) “Trial Court” shall mean the Trial Court of the Tribe.

134 ~~(x)~~(bb) “Tribal” or “Tribe” shall mean the Oneida Tribe of Indians of Wisconsin.

135 ~~(y)~~(cc) “Tribal law” shall mean a code, act, statute, rule, regulation, policy or ordinance
136 enacted by the Oneida General Tribal Council or the Oneida Business Committee.

138 **154.4. General Provisions**

139 154.4-1. These Rules may be used in conjunction with the Rules of Civil Procedure. Matters
140 and proceedings not specifically set forth herein shall be handled in accordance with reasonable
141 justice, as determined by the Court. Where these Rules fail to address an issue, the Federal Rules
142 of Appellate Procedure may be used as a guide, so long as those rules are not inconsistent with
143 existing Oneida Rules of Procedure, Tribal laws, or the customs of the Tribe.

144 154.4-2. On its own or by a party’s motion; the Court may, to expedite its decision or for other
145 good cause, suspend any provision of these Rules in a particular case and order proceedings as it
146 directs.

147 154.4-3. The Chief ~~Justice~~Judge of the Court shall, when hearing a case, have the authority to
148 compel the production of documents where such is deemed necessary to rendition of the Court’s
149 opinion. There shall not be a new trial in the Court. The Court may review both the factual
150 findings and conclusions of law of the Trial Court or original hearing body.

152 **154.5. Initiating the Appeal**

153 154.5-1. *Right of Appeal.* Any party to a civil action, who is aggrieved by a final judgment or
154 order of the Trial Court or original hearing body, may appeal to the Court of Appeals.

155 (a) In any case brought on appeal, the Appellant may petition the Court for an order
156 staying the judgment or order. A stay shall be granted in all cases in which it is requested
157 unless plain and obvious injustice would result from granting the stay. The Court may

158 render a stay conditioned upon execution of a bond to guarantee performance of the
159 judgment or order when deemed necessary.

160 (b) In the event the appeal or request for stay is denied, the Court shall state the reasons
161 for the refusal within thirty (30) days of the receipt of the Notice of Appeal.

162 154.5-2. *Notice of Appeal.* Any party who is appealing shall appeal in the manner prescribed by
163 this Rule.

164 (a) Such party shall file with the Clerk a Notice of Appeal from such judgment or order,
165 together with a filing fee, as set by the Court, within thirty (30) days after the day such
166 judgment or order was rendered. A Notice of Appeal shall not be filed by electronic
167 means.

168 (b) Within ten (10) days of the filing of the Notice of Appeal or the Perfected Notice of
169 Appeal as provided under 154.5-3, three (3) Appellate Judges shall be assigned to
170 perform an Initial Review of the Notice of Appeal.

171 (1) Waiver of Fee. The Chief Judge of the Court may waive the filing fee upon
172 motion for a fee waiver by the Appellant where the Chief Judge of the Court is
173 satisfied the Appellant lacks the means to pay the filing fee. The motion shall
174 include an affidavit demonstrating inability to pay and shall accompany the
175 Notice of Appeal.

176 ~~(b)~~(c) In addition to the Notice of Appeal and filing fee, the following information shall
177 be provided upon the filing of the notice:

- 178 (1) A copy of the written decision of the Trial Court or original hearing body;
179 (2) A short statement explaining what relief is sought by the Appellant;
180 (3) A short statement explaining the legal grounds for seeking the appeal and
181 justification for the relief requested;
182 (4) Name, address and phone numbers of all parties, including respondent; and
183 (5) Name, address and phone numbers of all party attorneys or advocates, if
184 known.

185 ~~(c)~~(d) A cash deposit or bond in an amount equal to the amount of any judgment, plus
186 costs assessed by the Trial Court or original hearing body, or a motion for waiver of this
187 requirement, shall accompany the Notice of Appeal. The deposit/bond requirement may
188 be waived only when, in the judgment of the Court, such deposit/bond is not in the
189 interest of justice and such waiver does not unnecessarily harm the judgment holder. The
190 motion for waiver of the deposit/bond requirement shall be requested with notice to all
191 parties. If the motion for waiver is denied, the deposit/bond shall be submitted within ten
192 (10) days of the denial. The appeal shall be dismissed if the deposit/bond is not paid or
193 waived.

194 (1) *Exception.* The Tribe, or an officer or agency of the Tribe shall be exempt
195 from the requirement of providing any cash deposit or bond. The exemption
196 under this section shall be automatic and shall not require a motion or waiver.

197 ~~(d)~~(e) An appeal shall not be dismissed for informality of form or title of the notice of
198 appeal, or for failure to name a party whose intent to appeal is otherwise clear from the
199 notice.

200 154.5-3. *Perfection of Notice.* If the appellant fails to provide a completed Notice of Appeal
201 Form, the filing fee or waiver form, or any required documents or materials, the Appellant shall
202 be notified of any filing deficiencies by the Clerk within five (5) business days and shall have
203 five (5) business days from receipt of this notice to perfect the filing. Failure to perfect the filing
204 within five (5) business days may result in the non-acceptance of the appeal.

205

206 154.6. Appeal by Permission

207 154.6-1. *Appeal by Permission.* An appeal from an interlocutory order may be sought by filing
208 a Petition for Permission to Appeal with the Clerk within ten (10) business days after the entry of
209 such order with proof of service on all other parties to the action. Within ten (10) business days
210 after service of the petition, an adverse party may file an Answer in opposition. A decision shall
211 be issued in a reasonable time, but no longer than thirty (30) days from the first deliberation
212 unless good cause to extend the deadline is found by the Court. This extension shall be in
213 writing. The petition shall contain:

214 (a) a statement of the facts necessary to develop an understanding of the question of law
215 determined by the order of the Trial Court or original hearing body; and

216 (b) a statement of the question itself; and

217 (c) a statement of the reasons why substantial basis exists for a difference of opinion on
218 the question; and

219 (d) the relief sought; and

220 (e) why an immediate appeal may:

221 (1) materially advance the termination of the litigation;

222 (2) protect the petitioner from substantial or irreparable injury; or

223 (3) clarify an issue of general importance in the administration of justice; and

224 (f) The petition shall include or have a copy of the order of the Trial Court or original
225 hearing body attached thereto.

226

227 154.7. Joint, Consolidated, and Cross Appeals

228 154.7-1. *Joint or Consolidated Appeals.* When two (2) or more parties are entitled to appeal
229 from a Trial Court or original hearing body judgment or order, and their interests make joinder
230 practicable, the parties may file a joint notice of appeal. The parties may then proceed on appeal
231 as a single Appellant.

232 (a) When the parties have filed separate timely notices of appeal, the appeals may be
233 joined or consolidated by the Court.

234 (b) If the persons do not file a joint appeal or elect to proceed as a single Appellant, or if
235 their interests are such as to make joinder impractical, the person shall proceed as
236 Appellant and co-Appellant, with each co-Appellant to have the same procedural rights
237 and obligations as the Appellant. The Appellant shall be the person who filed first.

238 154.7-2. *Cross Appeal.* A Respondent who seeks modification of the judgment or order
239 appealed from or of another judgment or order entered in the same action or proceeding shall file
240 a notice of cross-appeal within the time established for the filing of a notice of appeal or ten (10)
241 business days after the receipt of the notice of appeal, whichever is later. The Respondent shall
242 be listed as the cross-Appellant. A cross-Appellant has the same rights and obligations as an
243 Appellant under these Rules.

244

245 154.8. Service, Filing and Certification

246 154.8-1. A paper required or permitted to be filed in the Court shall be filed with the Clerk. The
247 filing party shall supply the Clerk with the original papers and three (3) copies. The filing party
248 shall also provide one (1) copy of the papers for each opposing party or party's attorney or
249 advocate. Filing shall be complete by the close of business on the day which the filing is due.
250 The following methods of filing shall be used, in order of preference:

251 | (a) *In Person*: A party to a pending case, or the party's attorney, advocate or authorized
252 | Agent may file papers in person before the Clerk.

253 | (b) *Electronic*: A party to a pending case may file papers electronically to the electronic
254 | address, designated for such filings, of the Clerk. A paper filed by electronic means shall
255 | constitute a written paper for the purpose of applying these Rules. Upon receipt by the
256 | Clerk, any paper filed electronically shall be deemed filed, signed and verified by the
257 | filing party.

258 | (c) *By Mail*: A party to a pending case may file papers by certified U.S. or private mail
259 | with ~~return receipt~~the ability to track the delivery, with cover documents to be addressed
260 | to the Clerk. Filing shall not be completed upon mailing, but only upon receipt.

261 | (1) ~~Certified mail shall include the filing~~ Filing of papers is also permitted
262 | through the Tribal certified interoffice mail system.

263 | 154.8-2. *Proof of Service*. Upon demand by a party or the Appellate Clerk, a party filing
264 | documents shall provide one (1) of the following:

265 | ~~(a) A paper presented for filing shall contain either of the following:~~

266 | (a) Proof of delivery of the filing in question;

267 | ~~(a)~~(b) an acknowledgment of service by the person served; or

268 | ~~(b)~~(c) proof of service consisting of a statement by the person who made service
269 | certifying:

270 | (1) the date and manner of service;

271 | (2) the names of the persons served;

272 | (3) the mail or electronic addresses, facsimile numbers of the persons served, or
273 | the addresses of the places of delivery, as appropriate for the manner of service;
274 | and

275 | (4) if served electronically, a writing by the person being served consenting to
276 | service by electronic means.

277 | 154.8-3. *Service of All Papers Required*. A party shall, at or before the time of filing a paper,
278 | serve a copy on all other parties to the appeal. Any party may be served by electronic means, if
279 | such party consents in writing to service by electronic means. Service on a party represented by
280 | an attorney or advocate shall be made on the party's attorney or advocate.

281 | 154.8-4. *Certification of the Record*. Upon ~~receipt~~acceptance of the ~~Notice of Appeal and Proof~~
282 | ~~of Service~~, the Clerk shall, notify the Trial Court clerk or original hearing body that an appeal
283 | has been filed and request, the Trial Court clerk or original hearing body to prepare, ~~certify~~ and
284 | file with the Appellate Court all papers comprising the record of the case appealed. ~~The~~ within
285 | thirty (30) days. Upon Certification of the Record by the Clerk it shall be served on all parties as
286 | provided for in 154.8-3. The time for filing and certifying the record may be extended for good
287 | cause by the Chief Judge of the Court upon a written request from the Trial Court clerk or
288 | original hearing body.

289 | (a) The record of the case shall consist of all papers filed with the Trial Court or original
290 | hearing body, exhibits, ~~the~~a transcript / or audio recording of the proceedings, and the
291 | final decision of the Trial Court or original hearing body.

292 |

293 | **154.9. Time Computation**

294 | 154.9-1. *Deadline Computation*. Time lines are determined by designating the day after notice
295 | is received as day one. Computation involving calendar days shall include intermediate Tribally
296 | observed holidays and weekend days, provided that if the last day of the period falls on a
297 | Saturday, Sunday or Tribally observed holiday, then the next business day shall be the due date.

298 Computation involving business days shall not include intermediate weekend days or Tribally
299 observed holidays. All papers due to be filed with the Clerk are due prior to the close of business
300 on the last day of the time period.

301 (a) If notice is mailed, then three (3) days shall be added to the time line in order to
302 determine the due date.

303 154.9-2. *Extension of Time.* For good cause, the Court may extend the time prescribed by these
304 Rules or by its order to perform any act, or may permit an act to be done after that time expires.
305 But the Court shall not extend the time to file:

306 (a) a notice of appeal; or

307 (b) a petition for permission to appeal.

308 154.9-3. *Time to Complete.* Unless time is extended by the Court with the knowledge of the
309 parties, the time from the filing of the Notice of Appeal to the completion and entry of the final
310 written decision shall not exceed one hundred and ~~twenty (120)~~eighty (180) days.

311

312 **154.10. Motions**

313 154.10-1. *Application for Relief.* An application for an order or other relief in a docketed case
314 shall be made by motion unless these Rules prescribe another form. A motion shall be in writing
315 unless the Court permits otherwise. The moving party shall file all motions with the Clerk and
316 serve opposing parties as provided in 154.8.

317 154.10-2. *Contents of a Motion.* A motion shall state with particularity the grounds for the
318 motion, the relief sought, and the legal argument necessary to support it.

319 (a) Any affidavit or other paper necessary to support a motion shall be served and filed
320 with the motion. An affidavit shall contain only factual information, not legal argument.

321 A motion seeking substantive relief shall include a copy of the Trial Court's or original
322 hearing body's opinion as a separate exhibit.

323 154.10-3. *Response to a Motion.* Any party may file a response to a motion, in accordance with
324 154.11-2. The response shall be filed within ten (10) days after service of the motion unless the
325 Court shortens or extends the time.

326 154.10-4. *Motion for a Procedural Order.* The Court may act on a motion for a procedural
327 order at any time without awaiting a response. A party adversely affected by the Court's action
328 may file a motion to reconsider, vacate, or modify that action within five (5) days of receipt of
329 notice of the decision.

330 154.10-5. *Motion for Voluntary Dismissal.* An appellant may dismiss an appeal by filing a
331 motion to dismiss. If not yet docketed in the Court, then the motion shall be filed in the Trial
332 Court or original hearing body. The dismissal of an appeal shall not affect the status of a cross-
333 appeal or the right of a respondent to file a cross appeal.

334 154.10-6. *Form.* Motions shall be typed, legible and include the case caption. Every motion
335 shall:

336 (a) Contain a caption heading, the name Judiciary- Court of Appeals, the title of the
337 action, the docket number (if known) and a designation as to the purpose or type of
338 motion.

339 (b) Contain the names of all parties to the action.

340 (c) Be organized in sections containing a clear designation, which shall include, but is
341 not limited to:

342 (1) The facts, events or occurrences which make a specific motion for relief
343 necessary;

344 (2) The specific relief requested by the moving party;

345 | (3) The applicable law or laws to the motion at hand, including citations; and

346 | (4) The legal reasons the relief should be granted.

347 | (d) Be on 8 ½ by 11 inch paper. The text shall be double-spaced, but quotations more
348 | than two (2) lines may be indented and single-spaced. Headings and footings may be
349 | single-spaced. Margins must be at least one (1) inch on all four (4) sides. Page numbers
350 | may be placed in the margins, but no other text shall appear there.

351 | (e) Be typed in a plain, roman style, although italics or boldface may be used for
352 | emphasis. Case names shall be italicized or underlined.

353 | (f) Not exceed twenty (20) pages, unless the Court permits or directs otherwise.
354 |

355 | **154.11. Briefs**

356 | 154.11-1. *Briefs Generally.* Briefs shall be used by the Court to aid the Court in its
357 | consideration of the issues presented.

358 | (a) *Form.* The brief shall be 1.5 line spaced, typed, 1 inch margins, and on 8.5 x 11 inch
359 | paper, and shall be signed by the party or the party's attorney or advocate, if represented.

360 | The front cover of a brief shall contain:

361 | (1) the number of the case centered at the top;

362 | (2) the name of the court;

363 | (3) the title of the case;

364 | (4) the nature of the proceeding (e.g., Appeal, Petition for Review) and the name
365 | of the court below;

366 | (5) the title of the brief, identifying the party or parties for whom the brief is filed;
367 | and

368 | (6) the name, office address, and telephone number of the attorney or advocate
369 | representing the party for whom the brief is filed, if represented.

370 | (b) *Length.* The brief shall be no more than twenty (20) pages, one (1) sided, in length,
371 | not including any addendums, appendices, attachments, or the tables of contents and
372 | authorities.

373 | (c) *Filing.* When a party is represented by an attorney or advocate, only the attorney or
374 | advocate shall file briefs and pleadings. The individual shall not file on his or her own
375 | unless he or she is pro se. Three (3) copies of each brief shall be filed with the Clerk and
376 | one (1) copy to all parties to the appeal.

377 | (d) *Time to Serve and File a Brief.* The Appellant shall serve on the Respondent and file
378 | with the Clerk a brief within twenty (20) days after ~~the Notice of Appeal is~~
379 | ~~filed.~~acceptance of the Certification of the Record. The Respondent's brief shall be filed
380 | with the Clerk within twenty (20) days of receipt of the Appellant's brief. A reply brief,
381 | if necessary, shall be filed within fourteen (14) days of receipt of Respondent's brief.
382 | The Court may, on its own, order different time lines for any party's time to file a brief.

383 | (e) *Consequence of Failure to File.* If an Appellant fails to file a brief within the time
384 | provided by this Rule, or within an extended time, a Respondent may move to dismiss the
385 | appeal. A Respondent who fails to file a brief shall not be heard at oral argument unless
386 | the Court grants permission.

387 | 154.11-2. *Appellant's Brief.* The Appellant's brief shall contain, under appropriate headings and
388 | in the order indicated:

389 | (a) *Content:*

390 | (1) a table of contents, with page references;

- 391 (2) a table of authorities-cases (alphabetically arranged), statutes, and other
392 authorities-with references to the pages of the brief where they are cited;
- 393 (3) a jurisdictional statement, including:
- 394 | (A) the basis for the Trial Court's or original hearing body's subject-matter
395 jurisdiction;
- 396 (B) the basis for the Court of Appeals' jurisdiction;
- 397 (C) the filing dates establishing the timeliness of the appeal; and
- 398 (D) an assertion that the appeal is from a final order or judgment that
399 disposes of all parties' claims, or information establishing the Court of
400 | Appeals' jurisdiction on some other basis;
- 401 (4) a statement of the issues presented for review;
- 402 (5) a statement of the case briefly indicating the nature of the case, the course of
403 proceedings, and the disposition below;
- 404 (6) a statement of facts relevant to the issues submitted for review with
405 appropriate references to the record;
- 406 (7) a summary of the argument, which shall contain a succinct, clear, and accurate
407 statement of the arguments made in the body of the brief, and which shall not
408 merely repeat the argument headings;
- 409 (8) the argument, which shall contain:
- 410 (A) Appellant's contentions and the reasons for them, with citations to the
411 authorities and parts of the record on which the Appellant relies; and
- 412 (B) for each issue, a concise statement of the applicable standard of review
413 (which may appear in the discussion of the issue or under a separate
414 heading placed before the discussion of the issues);
- 415 (9) a short conclusion stating the precise relief sought;
- 416 (10) a short appendix to include:
- 417 | (A) relevant docket entries in the Trial Court or original hearing body;
- 418 (B) limited portions of the record essential to an understanding of the
419 issues raised;
- 420 (C) the judgment, order, or decision in question; and
- 421 (D) other parts of the record to which the parties wish to direct the Court's
422 attention; and
- 423 (11) where the record is required by law to be confidential, reference to
424 individuals shall be by initials rather than by names.
- 425 154.11-3. *Respondent's Brief*. The Respondent's brief shall conform to the same requirements
426 as 154.11-2 (Appellant's Brief).
- 427 (a) The Respondent's brief shall address each issue and argument presented by the
428 Appellant's brief.
- 429 (b) The Respondent's brief may present additional issues, with the Respondent's
430 positions and arguments on such issues.
- 431 154.11-4. *Reply Brief*. The Appellant may file a brief in reply to the Respondent's brief. Unless
432 the Court permits, no further briefs may be filed. A reply brief shall conform to the requirements
433 of 154.11-3 (Respondent's Brief), except that a reply brief shall be no more than fifteen (15)
434 pages, one (1) sided, in length.
- 435 154.11-5. *Amicus Curiae Brief*. A person who is not a party to a case but has some interest in
436 the outcome of the case may, upon timely motion and with permission of the Court, submit an

437 amicus curiae brief in support of a party to the action. The Court may, on its own motion,
438 request amicus participation from appropriate individuals or organizations.

439 (a) Amicus curiae briefs shall conform to the requirements of 154.11-2 (Appellant's
440 Brief), except as provided in the following:

441 (1) Amicus curiae shall file his or her brief no later than seven (7) days after the
442 brief of the party being supported is filed. Amicus curiae that do not support
443 either party shall file his or her brief no later than seven (7) days after the
444 Appellant's or Respondent's brief is filed. The Court may grant leave for later
445 filing, specifying the time within which an opposing party shall answer.

446 154.11-6. *Briefs in a Case Involving Multiple Appellants or Respondent.* In a case involving
447 more than one (1) Appellant or Respondent, including consolidated cases, any number of
448 Appellants or Respondents may join in a brief, and any party may adopt, by reference, a part of
449 another's brief. Parties may also join in reply briefs.

450

451 **154.12. Oral Argument**

452 154.12-1. *Oral Arguments.* The Court may order oral argument when issues of fact or law
453 remain unclear and/or the positions of the parties on an issue are unclear or otherwise not fully
454 developed. The Court shall direct that an appeal be submitted on briefs only, if:

- 455 (a) The appeal is frivolous;
456 (b) The dispositive issue or issues have been authoritatively decided; or
457 (c) The facts and legal arguments are adequately presented in the briefs and record, and
458 the decisional process would not be significantly aided by oral argument.

459 154.12-2. *Notice.* The Clerk shall provide notice, of at least ten (10) business days, to all parties
460 when oral arguments are scheduled. The notice shall list the location of the oral argument and
461 the time allowed for each side. The Court shall determine the amount of time for oral arguments.
462 A motion to postpone the argument or to extend the argument timeframe shall be filed at least
463 five (5) business days before the hearing date.

464 154.12-3. *Citation of Authorities at Oral Argument.* Parties Unless permitted by the Court,
465 parties may not cite or discuss a case at an oral argument unless the case has been cited in one (1)
466 of the briefs.

467

468 **154.13. Entry and Form of Judgment**

469 154.13-1. *Entry.* A judgment is entered when it is noted on the docket. The Clerk shall prepare,
470 sign, and enter the judgment after receiving the Court's opinion.

471 (a) The decision and opinion of the Court shall be by a majority vote.

472 (b) The Court may:

- 473 (1) Reverse, affirm, or modify the judgment or order as to any or all parties;
474 (2) Remand the matter to the Trial Court or original hearing body and order a new
475 trial on any or all issues presented; the order remanding a case shall contain
476 specific instructions for the Trial Court or original hearing body;
477 (3) If the appeal is from a part of a judgment or order, the Court may reverse,
478 affirm or modify as to the part which is appealed;
479 (4) Direct the entry of an appropriate judgment or order; or
480 (5) Require such other action or further proceeding as may be appropriate to each
481 individual action.

482 (c) On the date when judgment is entered, the Clerk shall serve all parties with a copy of
483 the decision and opinion as entered.

484 154.13-2. *Form*. All decisions of the Court shall be in writing and accompanied by an opinion
485 stating the legal issues and the basis for the decision. Decisions of the Court shall be issued no
486 later than sixty (60) days after the conclusion of oral argument or after the expiration of time to
487 file a *Reply Brief* or *Response Brief* if no oral argument is held.

488 (a) The time for issuing a decision and opinion may be extended provided all parties are
489 notified of the extension in writing. The notice of extension shall include the cause for
490 and length of such extension.

491

492 **154.14. Interest of Judgments**

493 154.14-1. Unless the law provides otherwise, if a money judgment in a civil case is affirmed,
494 whatever interest is allowed by law is payable from the date when the Trial Court's or original
495 hearing body's judgment was entered. If the Court modifies or reverses a judgment with a
496 direction that a money judgment be entered in the Trial Court or by the original hearing body, the
497 mandate shall contain instructions about the allowance of interest.

498

499 **154.15. Penalties**

500 154.15-1. *Frivolous Appeals*. If an appeal or cross-appeal is found by the Court to be frivolous,
501 the Court may award to the successful party costs and attorney's or advocate's fees.

502 (a) Costs may be assessed against the Appellant or cross-Appellant, the (cross)-
503 Appellant's attorney or advocate, or both the (cross)-Appellant and his/her attorney or
504 advocate jointly.

505 (1) Court costs shall be based on actual cost or defined by the Court.

506 (b) A finding of a frivolous appeal or cross-appeal shall be made if one (1) or more of the
507 following elements are found by the Court:

508 (1) The appeal or cross appeal was filed, used, or continued in bad faith, solely
509 for purposes of delay, harassment or injuring the opposing party; or

510 (2) The party or party's attorney or advocate knew, or should have known, that
511 the appeal or cross-appeal was without any reasonable basis in law or equity and
512 could not be supported by a good faith argument for an extension, modification or
513 reversal of existing law.

514 154.15-2. *Delay*. If the Court finds that an appeal or cross-appeal was taken for the purpose of
515 delay, it may award one (1) or more of the following to the opposing party:

516 (a) Double costs;

517 (b) A penalty of additional interest not exceeding ten percent (10%) on the award amount
518 affirmed;

519 (c) Damages caused by the delay; and/or

520 (d) Attorney's or advocate's fees.

521 154.15-3. *Non-Compliance with Rules*. Failure of a party to comply with a requirement of these
522 Rules or an order of the Court, does not affect the jurisdiction of the Court over the appeal but
523 may be grounds for one (1) or more of the following:

524 (a) Dismissal of the appeal;

525 (b) Summary reversal of the Trial Court or original hearing body;

526 (c) Striking of a paper, document or memorandum submitted by a party;

527 (d) Imposition of a penalty or costs on a party or party's attorney or advocate; and/or

528 (e) Other action as the Court considers appropriate.

529

530 154.16. Substitution of Parties

531 154.16-1. *Death of a Party.* Death of a party does not automatically end a party's right to
532 appeal.

533 (a) *After Notice of Appeal Is Filed.* If a party dies after a notice of appeal has been filed
534 or while a proceeding is pending in the Court, the decedent's personal representative may
535 be substituted as a party on motion filed with the Clerk by the representative or by any
536 party. A party's motion shall be served on the representative. If the Decedent has no
537 representative, any party may suggest the death on the record, and the Court may then
538 direct appropriate proceedings.

539 (b) *Before Notice of Appeal Is Filed-Potential Appellant.* If a party entitled to appeal
540 dies before filing a notice of appeal, the decedent's personal representative, or if there is
541 no personal representative, the decedent's attorney or advocate of record, may file a
542 notice of appeal within the time prescribed by these Rules. After the notice of appeal is
543 filed, substitution shall be in accordance with 154.16-1(a).

544 (c) *Before Notice of Appeal Is Filed-Potential Respondent.* If a party against whom an
545 appeal may be taken dies after entry of a judgment or order in the Trial Court or original
546 hearing body, but before a notice of appeal is filed, an Appellant may proceed as if the
547 death had not occurred. After the notice of appeal is filed, substitution shall be in
548 accordance with 154.16-1(a).

549 154.16-2. *Substitution for a Reason Other Than Death.* If a party needs to be substituted for any
550 reason other than death, the procedure set in 154.16-1(a) applies.

551

552 154.17. Costs

553 154.17-1. *Costs.* Costs in an appeal shall be as follows unless otherwise ordered by the Court:

- 554 (a) Against the appellant when the appeal is dismissed or the judgment or order affirmed;
555 (b) Against the respondent when the judgment or order is reversed.

556 154.17-2. *Allowable Costs.* Allowable costs shall include:

- 557 (a) Cost of printing and assembling the number of copies and briefs and appendices
558 required by the Rules;
559 (b) Fees charged by the Court and/or Clerk;
560 (c) Cost of the preparation of the transcript of testimony of the record of appeal; and
561 (d) Other costs as ordered by the Court.

562 154.17-3. *Recovery of Costs.* A party seeking to recover costs in the Court shall file a statement
563 of the costs within fourteen (14) days of the filing of the decision of the Court. An
564 opposing party may file, within eleven (11) days after service of the statement, a motion
565 objection to the statement of costs.

566

567 *End.*

568 Adopted BC-04-25-14-B

569 Emergency Amended BC-12-19-14-A

Chapter 154 Rules of Appellate Procedure

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1

2 **154.1. Purpose and Policy**

3 154.1-1. *Purpose.* The purpose of this Law is to govern the procedure in all actions and
4 proceedings in the divisions that make up the Court of Appeals within the Judiciary that fall
5 under the jurisdiction of the Tribe.

6 154.1-2. *Policy.* It is the policy of the Tribe that these rules are to be liberally construed to
7 ensure a speedy, fair, and inexpensive determination of every appeal.

8

9 **154.2. Adoption, Amendment, Repeal**

10 154.2-1. This Law was adopted by the Oneida Business Committee by resolution BC-04-25-14-
11 B and amended by resolution _____.

12 154.2-2. This Law may be amended or repealed pursuant to the procedures set out in the Oneida
13 Legislative Procedures Act by the Oneida Business Committee or the Oneida General Tribal
14 Council.

15 154.2-3. Should a provision of this Law or the application thereof to any person or
16 circumstances be held as invalid, such invalidity shall not affect other provisions of this Law
17 which are considered to have legal force without the invalid portions.

18 154.2-4. In the event of a conflict between a provision of this Law and a provision of another
19 law, the provisions of this Law shall control.

20 154.2-5. This Law is adopted under authority of the Constitution of the Oneida Tribe of Indians
21 of Wisconsin.

22

23 **154.3. Definitions**

24 154.3-1. This section shall govern the definitions of words and phrases used within this Law.
25 All words not defined herein shall be used in their ordinary and everyday sense:

26 (a) "Advocate" shall mean an Oneida non-attorney advocate as provided by law or other
27 advocate who is presented to the court as the representative or advisor to a party.

28 (b) "Agent" shall mean a person authorized to act on behalf of another.

29 (c) "Amicus Curiae" shall mean (literally, friend of the court) a person who is not a party
30 to a case, nor solicited by any of the parties, who files a brief to assist the Court by
31 furnishing information or advice regarding questions of law or fact.

32 (d) "Answer" shall mean a written response in opposition to a brief or petition.

33 (e) "Appeal" shall mean a review in the Court of Appeals by appeal or writ of error
34 authorized by law of a judgment or order of the Trial Court or original hearing body.

35 (f) "Appellant" shall mean a person who files a notice of appeal.

36 (g) "Attorney" shall mean a person who is admitted to practice law.

37 (h) "Brief" shall mean a written legal document which aids in the Court's decision by
38 reciting the facts of the case, the arguments being raised on appeal, and the applicable
39 law.

- 40 (i) "Clerk" shall mean the Clerk of the Court of Appeals.
41 (j) "Court" shall mean the Court of Appeals of the Tribe.
42 (k) "Cross-Appeal" shall mean an appeal brought by the Respondent against the
43 Appellant after the Appellant has already filed an appeal.
44 (l) "Days" shall mean calendar days, unless otherwise specifically stated.
45 (m) "Docketed" shall mean an appeal that has been filed and assigned a docket number.
46 (n) "Electronic" shall mean an electronic communication system, including, but is not
47 limited to E-mail, used for filing papers with the Court or serving papers on any other
48 party.
49 (o) "Initial Review" shall mean review of the Notice of Appeal to determine if the case is
50 acceptable for appellate review.
51 (p) "Interlocutory" shall mean an order or appeal that occurs before the Trial Court or
52 original hearing body issues a final ruling on a case.
53 (q) "Joinder" shall mean the joining together of several claims or several parties all in one
54 (1) hearing, provided that the legal issues and the factual situation are the same for all
55 Appellants and Respondents.
56 (r) "Judiciary" shall mean the Oneida Tribal Judicial System.
57 (s) "Original hearing body" shall mean the administrative agency decision-making panel
58 which heard a contested case under the Administrative Procedures Act (or similar law)
59 and from which appeal is permitted by law.
60 (t) "Petitioner" shall mean a person filing a petition.
61 (u) "Pro se" shall mean advocating on one's own behalf before the Court, rather than
62 being represented by an attorney or advocate.
63 (v) "Record" shall mean all materials identified in 154.8-4(a) of these Rules.
64 (w) "Reply Brief" shall mean a brief of a party to a legal action in answer to points of law
65 raised in an opponent's brief but not in his or her own.
66 (x) "Respondent" shall mean a person adverse to the Appellant.
67 (y) "Rules" shall mean these Rules of Appellate Procedure.
68 (z) "Stay" shall mean a suspension of a case or a suspension of a particular proceeding,
69 including orders, within a case that prevents enforcement pending appeal or other
70 circumstances.
71 (aa) "Trial Court" shall mean the Trial Court of the Tribe.
72 (bb) "Tribal" or "Tribe" shall mean the Oneida Tribe of Indians of Wisconsin.
73 (cc) "Tribal law" shall mean a code, act, statute, rule, regulation, policy or ordinance
74 enacted by the Oneida General Tribal Council or the Oneida Business Committee.

75

76 **154.4. General Provisions**

77 154.4-1. These Rules may be used in conjunction with the Rules of Civil Procedure. Matters
78 and proceedings not specifically set forth herein shall be handled in accordance with reasonable
79 justice, as determined by the Court. Where these Rules fail to address an issue, the Federal Rules
80 of Appellate Procedure may be used as a guide, so long as those rules are not inconsistent with
81 existing Oneida Rules of Procedure, Tribal laws, or the customs of the Tribe.

82 154.4-2. On its own or by a party's motion; the Court may, to expedite its decision or for other
83 good cause, suspend any provision of these Rules in a particular case and order proceedings as it
84 directs.

85 154.4-3. The Chief Judge of the Court shall, when hearing a case, have the authority to compel
86 the production of documents where such is deemed necessary to rendition of the Court's opinion.

87 There shall not be a new trial in the Court. The Court may review both the factual findings and
88 conclusions of law of the Trial Court or original hearing body.

89

90 **154.5. Initiating the Appeal**

91 154.5-1. *Right of Appeal.* Any party to a civil action, who is aggrieved by a final judgment or
92 order of the Trial Court or original hearing body, may appeal to the Court of Appeals.

93 (a) In any case brought on appeal, the Appellant may petition the Court for an order
94 staying the judgment or order. A stay shall be granted in all cases in which it is requested
95 unless plain and obvious injustice would result from granting the stay. The Court may
96 render a stay conditioned upon execution of a bond to guarantee performance of the
97 judgment or order when deemed necessary.

98 (b) In the event the appeal or request for stay is denied, the Court shall state the reasons
99 for the refusal within thirty (30) days of the receipt of the Notice of Appeal.

100 154.5-2. *Notice of Appeal.* Any party who is appealing shall appeal in the manner prescribed by
101 this Rule.

102 (a) Such party shall file with the Clerk a Notice of Appeal from such judgment or order,
103 together with a filing fee, as set by the Court, within thirty (30) days after the day such
104 judgment or order was rendered. A Notice of Appeal shall not be filed by electronic
105 means.

106 (b) Within ten (10) days of the filing of the Notice of Appeal or the Perfected Notice of
107 Appeal as provided under 154.5-3, three (3) Appellate Judges shall be assigned to
108 perform an Initial Review of the Notice of Appeal.

109 (1) *Waiver of Fee.* The Chief Judge of the Court may waive the filing fee upon
110 motion for a fee waiver by the Appellant where the Chief Judge of the Court is
111 satisfied the Appellant lacks the means to pay the filing fee. The motion shall
112 include an affidavit demonstrating inability to pay and shall accompany the
113 Notice of Appeal.

114 (c) In addition to the Notice of Appeal and filing fee, the following information shall be
115 provided upon the filing of the notice:

- 116 (1) A copy of the written decision of the Trial Court or original hearing body;
117 (2) A short statement explaining what relief is sought by the Appellant;
118 (3) A short statement explaining the legal grounds for seeking the appeal and
119 justification for the relief requested;
120 (4) Name, address and phone numbers of all parties, including respondent; and
121 (5) Name, address and phone numbers of all party attorneys or advocates, if
122 known.

123 (d) A cash deposit or bond in an amount equal to the amount of any judgment, plus costs
124 assessed by the Trial Court or original hearing body, or a motion for waiver of this
125 requirement, shall accompany the Notice of Appeal. The deposit/bond requirement may
126 be waived only when, in the judgment of the Court, such deposit/bond is not in the
127 interest of justice and such waiver does not unnecessarily harm the judgment holder. The
128 motion for waiver of the deposit/bond requirement shall be requested with notice to all
129 parties. If the motion for waiver is denied, the deposit/bond shall be submitted within ten
130 (10) days of the denial. The appeal shall be dismissed if the deposit/bond is not paid or
131 waived.

132 (1) *Exception.* The Tribe, or an officer or agency of the Tribe shall be exempt
133 from the requirement of providing any cash deposit or bond. The exemption
134 under this section shall be automatic and shall not require a motion or waiver.

135 (e) An appeal shall not be dismissed for informality of form or title of the notice of
136 appeal, or for failure to name a party whose intent to appeal is otherwise clear from the
137 notice.

138 154.5-3. *Perfection of Notice.* If the appellant fails to provide a completed Notice of Appeal
139 Form, the filing fee or waiver form, or any required documents or materials, the Appellant shall
140 be notified of any filing deficiencies by the Clerk within five (5) business days and shall have
141 five (5) business days from receipt of this notice to perfect the filing. Failure to perfect the filing
142 within five (5) business days may result in the non-acceptance of the appeal.

143

144 **154.6. Appeal by Permission**

145 154.6-1. *Appeal by Permission.* An appeal from an interlocutory order may be sought by filing
146 a Petition for Permission to Appeal with the Clerk within ten (10) business days after the entry of
147 such order with proof of service on all other parties to the action. Within ten (10) business days
148 after service of the petition, an adverse party may file an Answer in opposition. A decision shall
149 be issued in a reasonable time, but no longer than thirty (30) days from the first deliberation
150 unless good cause to extend the deadline is found by the Court. This extension shall be in
151 writing. The petition shall contain:

152 (a) a statement of the facts necessary to develop an understanding of the question of law
153 determined by the order of the Trial Court or original hearing body; and

154 (b) a statement of the question itself; and

155 (c) a statement of the reasons why substantial basis exists for a difference of opinion on
156 the question; and

157 (d) the relief sought; and

158 (e) why an immediate appeal may:

159 (1) materially advance the termination of the litigation;

160 (2) protect the petitioner from substantial or irreparable injury; or

161 (3) clarify an issue of general importance in the administration of justice; and

162 (f) The petition shall include or have a copy of the order of the Trial Court or original
163 hearing body attached thereto.

164

165 **154.7. Joint, Consolidated and Cross Appeals**

166 154.7-1. *Joint or Consolidated Appeals.* When two (2) or more parties are entitled to appeal
167 from a Trial Court or original hearing body judgment or order, and their interests make joinder
168 practicable, the parties may file a joint notice of appeal. The parties may then proceed on appeal
169 as a single Appellant.

170 (a) When the parties have filed separate timely notices of appeal, the appeals may be
171 joined or consolidated by the Court.

172 (b) If the persons do not file a joint appeal or elect to proceed as a single Appellant, or if
173 their interests are such as to make joinder impractical, the person shall proceed as
174 Appellant and co-Appellant, with each co-Appellant to have the same procedural rights
175 and obligations as the Appellant. The Appellant shall be the person who filed first.

176 154.7-2. *Cross Appeal.* A Respondent who seeks modification of the judgment or order
177 appealed from or of another judgment or order entered in the same action or proceeding shall file
178 a notice of cross-appeal within the time established for the filing of a notice of appeal or ten (10)
179 business days after the receipt of the notice of appeal, whichever is later. The Respondent shall
180 be listed as the cross-Appellant. A cross-Appellant has the same rights and obligations as an
181 Appellant under these Rules.

182

183 **154.8. Service, Filing and Certification**

184 154.8-1. A paper required or permitted to be filed in the Court shall be filed with the Clerk. The
185 filing party shall supply the Clerk with the original papers and three (3) copies. The filing party
186 shall also provide one (1) copy of the papers for each opposing party or party's attorney or
187 advocate. Filing shall be complete by the close of business on the day which the filing is due.
188 The following methods of filing shall be used, in order of preference:

189 (a) *In Person*: A party to a pending case, or the party's attorney, advocate or authorized
190 Agent may file papers in person before the Clerk.

191 (b) *Electronic*: A party to a pending case may file papers electronically to the electronic
192 address, designated for such filings, of the Clerk. A paper filed by electronic means shall
193 constitute a written paper for the purpose of applying these Rules. Upon receipt by the
194 Clerk, any paper filed electronically shall be deemed filed, signed and verified by the
195 filing party.

196 (c) *By Mail*: A party to a pending case may file papers by U.S. or private mail with the
197 ability to track the delivery, with cover documents to be addressed to the Clerk. Filing
198 shall not be completed upon mailing, but only upon receipt.

199 (1) Filing of papers is also permitted through the Tribal certified interoffice mail
200 system.

201 154.8-2. *Proof of Service*. Upon demand by a party or the Appellate Clerk, a party filing
202 documents shall provide one (1) of the following:

203 (a) Proof of delivery of the filing in question;

204 (b) an acknowledgment of service by the person served; or

205 (c) proof of service consisting of a statement by the person who made service certifying:

206 (1) the date and manner of service;

207 (2) the names of the persons served;

208 (3) the mail or electronic addresses, facsimile numbers of the persons served, or
209 the addresses of the places of delivery, as appropriate for the manner of service;
210 and

211 (4) if served electronically, a writing by the person being served consenting to
212 service by electronic means.

213 154.8-3. *Service of All Papers Required*. A party shall, at or before the time of filing a paper,
214 serve a copy on all other parties to the appeal. Any party may be served by electronic means, if
215 such party consents in writing to service by electronic means. Service on a party represented by
216 an attorney or advocate shall be made on the party's attorney or advocate.

217 154.8-4. *Certification of the Record*. Upon acceptance of the Appeal, the Clerk shall, notify the
218 Trial Court clerk or original hearing body that an appeal has been filed and request, the Trial
219 Court clerk or original hearing body to prepare, and file with the Appellate Court all papers
220 comprising the record of the case appealed within thirty (30) days. Upon Certification of the
221 Record by the Clerk it shall be served on all parties as provided for in 154.8-3. The time for
222 filing and certifying the record may be extended for good cause by the Chief Judge of the Court
223 upon a written request from the Trial Court clerk or original hearing body.

224 (a) The record of the case shall consist of all papers filed with the Trial Court or original
225 hearing body, exhibits, a transcript or audio recording of the proceedings, and the final
226 decision of the Trial Court or original hearing body.

227

228 **154.9. Time Computation**

229 154.9-1. *Deadline Computation*. Time lines are determined by designating the day after notice
230 is received as day one. Computation involving calendar days shall include intermediate Tribally

231 observed holidays and weekend days, provided that if the last day of the period falls on a
232 Saturday, Sunday or Tribally observed holiday, then the next business day shall be the due date.
233 Computation involving business days shall not include intermediate weekend days or Tribally
234 observed holidays. All papers due to be filed with the Clerk are due prior to the close of business
235 on the last day of the time period.

236 (a) If notice is mailed, then three (3) days shall be added to the time line in order to
237 determine the due date.

238 154.9-2. *Extension of Time.* For good cause, the Court may extend the time prescribed by these
239 Rules or by its order to perform any act, or may permit an act to be done after that time expires.
240 But the Court shall not extend the time to file:

241 (a) a notice of appeal; or

242 (b) a petition for permission to appeal.

243 154.9-3. *Time to Complete.* Unless time is extended by the Court with the knowledge of the
244 parties, the time from the filing of the Notice of Appeal to the completion and entry of the final
245 written decision shall not exceed one hundred and eighty (180) days.

246

247 **154.10. Motions**

248 154.10-1. *Application for Relief.* An application for an order or other relief in a docketed case
249 shall be made by motion unless these Rules prescribe another form. A motion shall be in writing
250 unless the Court permits otherwise. The moving party shall file all motions with the Clerk and
251 serve opposing parties as provided in 154.8.

252 154.10-2. *Contents of a Motion.* A motion shall state with particularity the grounds for the
253 motion, the relief sought, and the legal argument necessary to support it.

254 (a) Any affidavit or other paper necessary to support a motion shall be served and filed
255 with the motion. An affidavit shall contain only factual information, not legal argument.

256 A motion seeking substantive relief shall include a copy of the Trial Court's or original
257 hearing body's opinion as a separate exhibit.

258 154.10-3. *Response to a Motion.* Any party may file a response to a motion, in accordance with
259 154.11-2. The response shall be filed within ten (10) days after service of the motion unless the
260 Court shortens or extends the time.

261 154.10-4. *Motion for a Procedural Order.* The Court may act on a motion for a procedural
262 order at any time without awaiting a response. A party adversely affected by the Court's action
263 may file a motion to reconsider, vacate, or modify that action within five (5) days of receipt of
264 notice of the decision.

265 154.10-5. *Motion for Voluntary Dismissal.* An appellant may dismiss an appeal by filing a
266 motion to dismiss. If not yet docketed in the Court, then the motion shall be filed in the Trial
267 Court or original hearing body. The dismissal of an appeal shall not affect the status of a cross-
268 appeal or the right of a respondent to file a cross appeal.

269 154.10-6. *Form.* Motions shall be typed, legible and include the case caption. Every motion
270 shall:

271 (a) Contain a caption heading, the name Judiciary- Court of Appeals, the title of the
272 action, the docket number (if known) and a designation as to the purpose or type of
273 motion.

274 (b) Contain the names of all parties to the action.

275 (c) Be organized in sections containing a clear designation, which shall include, but is
276 not limited to:

277 (1) The facts, events or occurrences which make a specific motion for relief
278 necessary;

- 279 (2) The specific relief requested by the moving party;
280 (3) The applicable law or laws to the motion at hand, including citations; and
281 (4) The legal reasons the relief should be granted.
- 282 (d) Be on 8 ½ by 11 inch paper. The text shall be double-spaced, but quotations more
283 than two (2) lines may be indented and single-spaced. Headings and footings may be
284 single-spaced. Margins must be at least one (1) inch on all four (4) sides. Page numbers
285 may be placed in the margins, but no other text shall appear there.
- 286 (e) Be typed in a plain, roman style, although italics or boldface may be used for
287 emphasis. Case names shall be italicized or underlined.
- 288 (f) Not exceed twenty (20) pages, unless the Court permits or directs otherwise.
289

290 **154.11. Briefs**

291 154.11-1. *Briefs Generally.* Briefs shall be used by the Court to aid the Court in its
292 consideration of the issues presented.

293 (a) *Form.* The brief shall be 1.5 line spaced, typed, 1 inch margins, and on 8.5 x 11 inch
294 paper, and shall be signed by the party or the party's attorney or advocate, if represented.
295 The front cover of a brief shall contain:

- 296 (1) the number of the case centered at the top;
297 (2) the name of the court;
298 (3) the title of the case;
299 (4) the nature of the proceeding (e.g., Appeal, Petition for Review) and the name
300 of the court below;
301 (5) the title of the brief, identifying the party or parties for whom the brief is filed;
302 and
303 (6) the name, office address, and telephone number of the attorney or advocate
304 representing the party for whom the brief is filed, if represented.

305 (b) *Length.* The brief shall be no more than twenty (20) pages, one (1) sided, in length,
306 not including any addendums, appendices, attachments, or the tables of contents and
307 authorities.

308 (c) *Filing.* When a party is represented by an attorney or advocate, only the attorney or
309 advocate shall file briefs and pleadings. The individual shall not file on his or her own
310 unless he or she is pro se. Three (3) copies of each brief shall be filed with the Clerk and
311 one (1) copy to all parties to the appeal.

312 (d) *Time to Serve and File a Brief.* The Appellant shall serve on the Respondent and file
313 with the Clerk a brief within twenty (20) days after acceptance of the Certification of the
314 Record. The Respondent's brief shall be filed with the Clerk within twenty (20) days of
315 receipt of the Appellant's brief. A reply brief, if necessary, shall be filed within fourteen
316 (14) days of receipt of Respondent's brief. The Court may, on its own, order different
317 time lines for any party's time to file a brief.

318 (e) *Consequence of Failure to File.* If an Appellant fails to file a brief within the time
319 provided by this Rule, or within an extended time, a Respondent may move to dismiss the
320 appeal. A Respondent who fails to file a brief shall not be heard at oral argument unless
321 the Court grants permission.

322 154.11-2. *Appellant's Brief.* The Appellant's brief shall contain, under appropriate headings and
323 in the order indicated:

- 324 (a) *Content:*
325 (1) a table of contents, with page references;

- 326 (2) a table of authorities-cases (alphabetically arranged), statutes, and other
327 authorities-with references to the pages of the brief where they are cited;
- 328 (3) a jurisdictional statement, including:
- 329 (A) the basis for the Trial Court's or original hearing body's subject-matter
330 jurisdiction;
- 331 (B) the basis for the Court of Appeals' jurisdiction;
- 332 (C) the filing dates establishing the timeliness of the appeal; and
- 333 (D) an assertion that the appeal is from a final order or judgment that
334 disposes of all parties' claims, or information establishing the Court of
335 Appeals' jurisdiction on some other basis.
- 336 (4) a statement of the issues presented for review;
- 337 (5) a statement of the case briefly indicating the nature of the case, the course of
338 proceedings, and the disposition below;
- 339 (6) a statement of facts relevant to the issues submitted for review with
340 appropriate references to the record;
- 341 (7) a summary of the argument, which shall contain a succinct, clear, and accurate
342 statement of the arguments made in the body of the brief, and which shall not
343 merely repeat the argument headings;
- 344 (8) the argument, which shall contain:
- 345 (A) Appellant's contentions and the reasons for them, with citations to the
346 authorities and parts of the record on which the Appellant relies; and
- 347 (B) for each issue, a concise statement of the applicable standard of review
348 (which may appear in the discussion of the issue or under a separate
349 heading placed before the discussion of the issues);
- 350 (9) a short conclusion stating the precise relief sought;
- 351 (10) a short appendix to include:
- 352 (A) relevant docket entries in the Trial Court or original hearing body;
- 353 (B) limited portions of the record essential to an understanding of the
354 issues raised;
- 355 (C) the judgment, order, or decision in question; and
- 356 (D) other parts of the record to which the parties wish to direct the Court's
357 attention; and
- 358 (11) where the record is required by law to be confidential, reference to
359 individuals shall be by initials rather than by names.
- 360 154.11-3. *Respondent's Brief*. The Respondent's brief shall conform to the same requirements
361 as 154.11-2 (Appellant's Brief).
- 362 (a) The Respondent's brief shall address each issue and argument presented by the
363 Appellant's brief.
- 364 (b) The Respondent's brief may present additional issues, with the Respondent's
365 positions and arguments on such issues.
- 366 154.11-4. *Reply Brief*. The Appellant may file a brief in reply to the Respondent's brief. Unless
367 the Court permits, no further briefs may be filed. A reply brief shall conform to the requirements
368 of 154.11-3 (Respondent's Brief), except that a reply brief shall be no more than fifteen (15)
369 pages, one (1) sided, in length.
- 370 154.11-5. *Amicus Curiae Brief*. A person who is not a party to a case but has some interest in
371 the outcome of the case may, upon timely motion and with permission of the Court, submit an
372 amicus curiae brief in support of a party to the action. The Court may, on its own motion,
373 request amicus participation from appropriate individuals or organizations.

374 (a) Amicus curiae briefs shall conform to the requirements of 154.11-2 (Appellant's
375 Brief), except as provided in the following:

376 (1) Amicus curiae shall file his or her brief no later than seven (7) days after the
377 brief of the party being supported is filed. Amicus curiae that do not support
378 either party shall file his or her brief no later than seven (7) days after the
379 Appellant's or Respondent's brief is filed. The Court may grant leave for later
380 filing, specifying the time within which an opposing party shall answer.

381 154.11-6. *Briefs in a Case Involving Multiple Appellants or Respondent.* In a case involving
382 more than one (1) Appellant or Respondent, including consolidated cases, any number of
383 Appellants or Respondents may join in a brief, and any party may adopt, by reference, a part of
384 another's brief. Parties may also join in reply briefs.

385

386 **154.12. Oral Argument**

387 154.12-1. *Oral Arguments.* The Court may order oral argument when issues of fact or law
388 remain unclear and/or the positions of the parties on an issue are unclear or otherwise not fully
389 developed. The Court shall direct that an appeal be submitted on briefs only, if:

390 (a) The appeal is frivolous;

391 (b) The dispositive issue or issues have been authoritatively decided; or

392 (c) The facts and legal arguments are adequately presented in the briefs and record, and
393 the decisional process would not be significantly aided by oral argument.

394 154.12-2. *Notice.* The Clerk shall provide notice, of at least ten (10) business days, to all parties
395 when oral arguments are scheduled. The notice shall list the location of the oral argument and
396 the time allowed for each side. The Court shall determine the amount of time for oral arguments.
397 A motion to postpone the argument or to extend the argument timeframe shall be filed at least
398 five (5) business days before the hearing date.

399 154.12-3. *Citation of Authorities at Oral Argument.* Unless permitted by the Court, parties may
400 not cite or discuss a case at an oral argument unless the case has been cited in one (1) of the
401 briefs.

402

403 **154.13. Entry and Form of Judgment**

404 154.13-1. *Entry.* A judgment is entered when it is noted on the docket. The Clerk shall prepare,
405 sign, and enter the judgment after receiving the Court's opinion.

406 (a) The decision and opinion of the Court shall be by a majority vote.

407 (b) The Court may:

408 (1) Reverse, affirm, or modify the judgment or order as to any or all parties;

409 (2) Remand the matter to the Trial Court or original hearing body and order a new
410 trial on any or all issues presented; the order remanding a case shall contain
411 specific instructions for the Trial Court or original hearing body;

412 (3) If the appeal is from a part of a judgment or order, the Court may reverse,
413 affirm or modify as to the part which is appealed;

414 (4) Direct the entry of an appropriate judgment or order; or

415 (5) Require such other action or further proceeding as may be appropriate to each
416 individual action.

417 (c) On the date when judgment is entered, the Clerk shall serve all parties with a copy of
418 the decision and opinion as entered.

419 154.13-2. *Form.* All decisions of the Court shall be in writing and accompanied by an opinion
420 stating the legal issues and the basis for the decision. Decisions of the Court shall be issued no

421 later than sixty (60) days after the conclusion of oral argument or after the expiration of time to
422 file a *Reply Brief* or *Response Brief* if no oral argument is held.

423 (a) The time for issuing a decision and opinion may be extended provided all parties are
424 notified of the extension in writing. The notice of extension shall include the cause for
425 and length of such extension.

426

427 **154.14. Interest of Judgments**

428 154.14-1. Unless the law provides otherwise, if a money judgment in a civil case is affirmed,
429 whatever interest is allowed by law is payable from the date when the Trial Court's or original
430 hearing body's judgment was entered. If the Court modifies or reverses a judgment with a
431 direction that a money judgment be entered in the Trial Court or by the original hearing body, the
432 mandate shall contain instructions about the allowance of interest.

433

434 **154.15. Penalties**

435 154.15-1. *Frivolous Appeals*. If an appeal or cross-appeal is found by the Court to be frivolous,
436 the Court may award to the successful party costs and attorney's or advocate's fees.

437 (a) Costs may be assessed against the Appellant or cross-Appellant, the (cross)-
438 Appellant's attorney or advocate, or both the (cross)-Appellant and his/her attorney or
439 advocate jointly.

440 (1) Court costs shall be based on actual cost or defined by the Court.

441 (b) A finding of a frivolous appeal or cross-appeal shall be made if one (1) or more of the
442 following elements are found by the Court:

443 (1) The appeal or cross appeal was filed, used, or continued in bad faith, solely
444 for purposes of delay, harassment or injuring the opposing party; or

445 (2) The party or party's attorney or advocate knew, or should have known, that
446 the appeal or cross-appeal was without any reasonable basis in law or equity and
447 could not be supported by a good faith argument for an extension, modification or
448 reversal of existing law.

449 154.15-2. *Delay*. If the Court finds that an appeal or cross-appeal was taken for the purpose of
450 delay, it may award one (1) or more of the following to the opposing party:

451 (a) Double costs;

452 (b) A penalty of additional interest not exceeding ten percent (10%) on the award amount
453 affirmed;

454 (c) Damages caused by the delay; and/or

455 (d) Attorney's or advocate's fees.

456 154.15-3. *Non-Compliance with Rules*. Failure of a party to comply with a requirement of these
457 Rules or an order of the Court, does not affect the jurisdiction of the Court over the appeal but
458 may be grounds for one (1) or more of the following:

459 (a) Dismissal of the appeal;

460 (b) Summary reversal of the Trial Court or original hearing body;

461 (c) Striking of a paper, document or memorandum submitted by a party;

462 (d) Imposition of a penalty or costs on a party or party's attorney or advocate; and/or

463 (e) Other action as the Court considers appropriate.

464

465 **154.16. Substitution of Parties**

466 154.16-1. *Death of a Party*. Death of a party does not automatically end a party's right to
467 appeal.

468 (a) *After Notice of Appeal Is Filed.* If a party dies after a notice of appeal has been filed
469 or while a proceeding is pending in the Court, the decedent's personal representative may
470 be substituted as a party on motion filed with the Clerk by the representative or by any
471 party. A party's motion shall be served on the representative. If the Decedent has no
472 representative, any party may suggest the death on the record, and the Court may then
473 direct appropriate proceedings.

474 (b) *Before Notice of Appeal Is Filed-Potential Appellant.* If a party entitled to appeal
475 dies before filing a notice of appeal, the decedent's personal representative, or if there is
476 no personal representative, the decedent's attorney or advocate of record, may file a
477 notice of appeal within the time prescribed by these Rules. After the notice of appeal is
478 filed, substitution shall be in accordance with 154.16-1(a).

479 (c) *Before Notice of Appeal Is Filed-Potential Respondent.* If a party against whom an
480 appeal may be taken dies after entry of a judgment or order in the Trial Court or original
481 hearing body, but before a notice of appeal is filed, an Appellant may proceed as if the
482 death had not occurred. After the notice of appeal is filed, substitution shall be in
483 accordance with 154.16-1(a).

484 154.16-2. *Substitution for a Reason Other Than Death.* If a party needs to be substituted for any
485 reason other than death, the procedure set in 154.16-1(a) applies.

486

487 **154.17. Costs**

488 154.17-1. *Costs.* Costs in an appeal shall be as follows unless otherwise ordered by the Court:

489 (a) Against the appellant when the appeal is dismissed or the judgment or order affirmed;

490 (b) Against the respondent when the judgment or order is reversed.

491 154.17-2. *Allowable Costs.* Allowable costs shall include:

492 (a) Cost of printing and assembling the number of copies and briefs and appendices
493 required by the Rules;

494 (b) Fees charged by the Court and/or Clerk;

495 (c) Cost of the preparation of the transcript of testimony of the record of appeal; and

496 (d) Other costs as ordered by the Court.

497 154.17-3. *Recovery of Costs.* A party seeking to recover costs in the Court shall file a statement
498 of the costs within fourteen (14) days of the filing of the decision of the Court. An opposing
499 party may file, within eleven (11) days after service of the statement, a motion objecting to the
500 statement of costs.

501

502 *End.*

503

504 Adopted BC-04-25-14-B

505 Emergency Amendments BC-12-19-14-A

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

- 1. 3.
- 2. 4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above):
Name, Title / Dept. or Tribal Member

Additional signature (as needed): _____
Name, Title / Dept.

Additional signature (as needed): _____
Name, Title / Dept.

- 1) Save a copy of this form in a pdf format.
- 2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

MEMORANDUM

TO: Oneida Business Committee
FROM: Land Division – Lauren Hartman
DATE: March 17, 2015
RE: Approve fee-to-trust application

Purpose: Business Committee action is needed to approve a fee-to-trust application.

Requested action:

1. To approve the fee-to-trust resolution *Fee To Trust Application Property Address:N6955 VanBoxtel Road, Oneida*

Oneida Tribe of Indians of Wisconsin

Post Office Box 365



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.

Phone: (920) 869-2214



Oneida, WI 54155



UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

RESOLUTION # __-__-__

Fee to Trust Application for property located at N6955 VanBoxtel Rd.

WHEREAS, the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government and a treaty Tribe organized under the laws of the United States of America; and

WHEREAS, the Oneida General Tribal Council is the governing body of the Oneida Tribe of Indians of Wisconsin; and

WHEREAS, the Oneida General Tribal Council has delegated the authorities of Article IV, Section I of the Oneida Tribal Constitution to the Oneida Business Committee; and

WHEREAS, the Oneida Tribe has acquired in fee status property referred to as property located at N6955 VanBoxtel Rd., with the following tax parcel number: 17-0-1445-01; and

WHEREAS, the parcel is described as follows:
Legal Description: See Attached.
Tax Parcel Numbers: 17-0-1445-01

WHEREAS, the above described parcel is requested in Trust Status to expand the Oneida Tribal land base and provide existing residential land use and will not be used for gaming purposes, and

WHEREAS, the Oneida Business Committee certifies that the local property taxes will be paid up to trust placement,

NOW THEREFORE BE IT RESOLVED, the Oneida Business Committee hereby requests that the United States Bureau of Indian Affairs initiate and carry out the process required to place the above parcels in trust for the Oneida Tribe of Indians of Wisconsin

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members constitute a quorum. ___ members were present at a meeting duly called, noticed and held on the ___ day of ___, 20___; that the foregoing resolution was duly adopted at such meeting by a vote of ___ members for; ___ members against, and ___ members not voting; and that said resolution has not been rescinded or amended in any way.

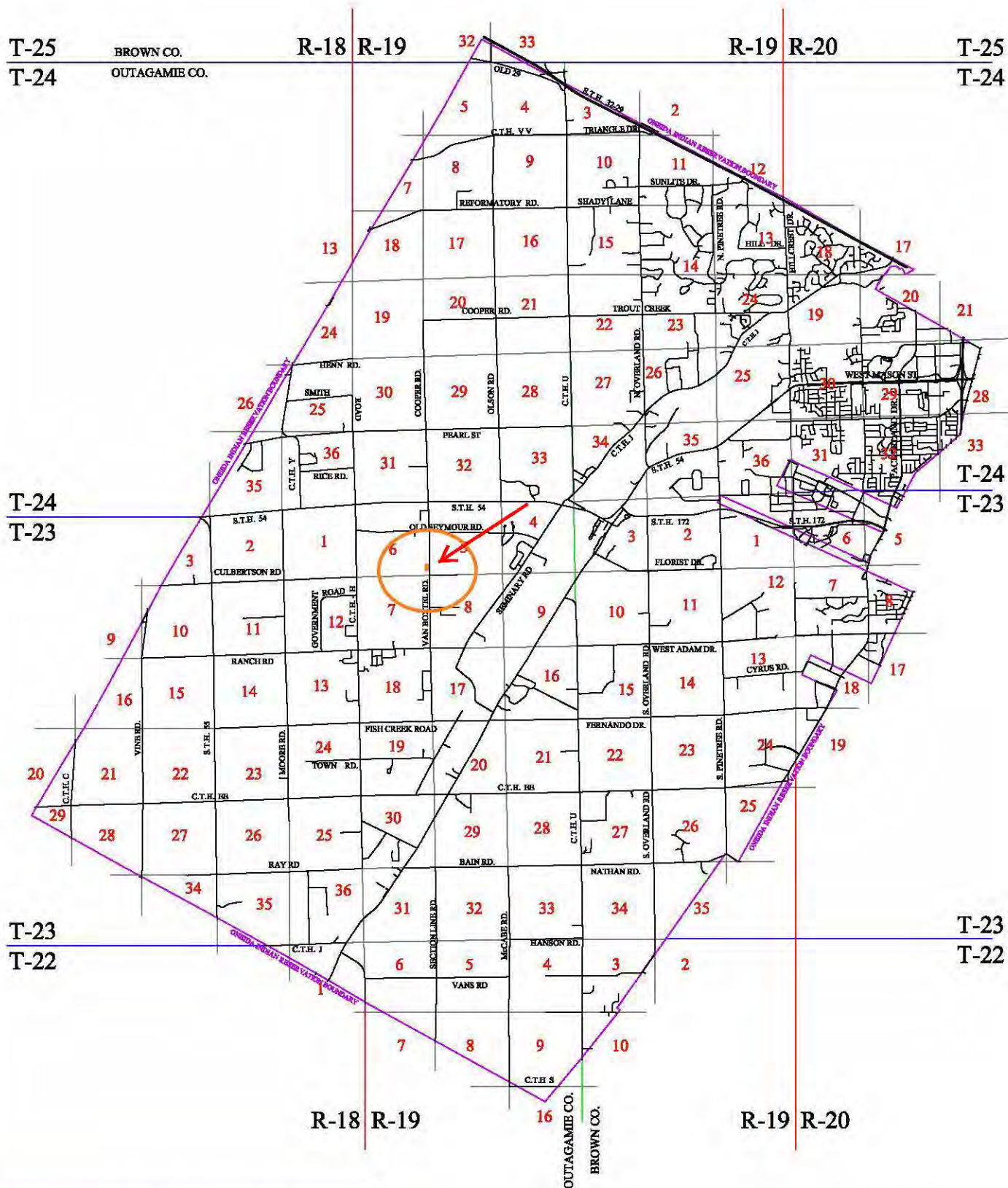
Lisa Summers, Tribal Secretary
Oneida Business Committee

Legal Description for N6955 VanBoxtel Road

Lot One (1) in Certified Survey Map No. 2484, filed March 20, 1996 at 10:30 AM in Volume 13 Certified Survey Maps, Page 2484, as Doc. No. 1182785, being part of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ of the SE $\frac{1}{4}$) of Section Six (6), Township Twenty-three (23) North, Range Nineteen (19) East, of the Fourth (4th) Principal Meridian, Town of Oneida, Outagamie County, Wisconsin.

Tax Parcel No.: 17-0-1445-01

Oneida Reservation Section Map



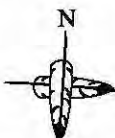
GEOGRAPHIC LAND INFORMATION SYSTEMS

703 Packerland Dr.
Green Bay, Wisconsin
(920) 496-2007

* Internal Use Only *

DATE: 6/21/06

FILE: I:\Section Map.PDF



Source: Photography May 10, 2001
 Coordinate System: Wisconsin State Plane, Central Zone
 Lambert Projection, U.S. Foot
 Horizontal Datum: NAD83
 Vertical Datum: NAVD88

Page 69 of 402

**Oneida Business Committee Meeting
Agenda Request Form**

1. Meeting Date Requested: 03 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Adopt resolution for Fee to Trust for Property Located at 1970 Belmont Drive

Action requested (choose one)

Information only

Action - please describe:

Adopt resolution titled Fee to Trust application for property located at Belmont Drive

3. Justification

Why BC action is required (see instructions):

BC action is needed to approve Fee to Trust Resolutions

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. <div style="border: 1px solid black; display: inline-block; padding: 2px;">Map</div>	3. <div style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></div>
2. <div style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></div>	4. <div style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></div>

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Patrick Pelky, Division Director/EHS

Requestor (if different from above):

Lauren Hartman, Realty Specialist Coordinator/DOLM

Name, Title / Dept. or Tribal Member

Additional signature (as needed): _____
Name, Title / Dept.

Additional signature (as needed): _____
Name, Title / Dept.

- 1) Save a copy of this form in a pdf format.
- 2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

MEMORANDUM

TO: Oneida Business Committee
FROM: Land Division – Lauren Hartman
DATE: March 17, 2015
RE: Approve fee-to-trust application

Purpose: Business Committee action is needed to approve a fee-to-trust application.

Requested action:

1. To approve the fee-to-trust resolution *Fee To Trust Application Property Address:1970 Belmont Drive, Green Bay*

Oneida Tribe of Indians of Wisconsin

Post Office Box 365



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.

Phone: (920) 869-2214



Oneida, WI 54155



UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

RESOLUTION # __-__-__

Fee to Trust Application for property located at 1970 Belmont Drive

WHEREAS, the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government and a treaty Tribe organized under the laws of the United States of America; and

WHEREAS, the Oneida General Tribal Council is the governing body of the Oneida Tribe of Indians of Wisconsin; and

WHEREAS, the Oneida General Tribal Council has delegated the authorities of Article IV, Section I of the Oneida Tribal Constitution to the Oneida Business Committee; and

WHEREAS, the Oneida Tribe has acquired in fee status property referred to as property located at 1970 Belmont Drive, with the following tax parcel number: 6H-2199; and

WHEREAS, the parcel is described as follows:
Legal Description: See Attached.
Tax Parcel Number: 6H-2199

WHEREAS, the above described parcel is requested in Trust Status to expand the Oneida Tribal land base and provide existing residential land use and will not be used for gaming purposes, and

WHEREAS, the Oneida Business Committee certifies that the local property taxes will be paid up to trust placement,

NOW THEREFORE BE IT RESOLVED, the Oneida Business Committee hereby requests that the United States Bureau of Indian Affairs initiate and carry out the process required to place the above parcels in trust for the Oneida Tribe of Indians of Wisconsin

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members constitute a quorum. ___ members were present at a meeting duly called, noticed and held on the ___ day of ___, 20___; that the foregoing resolution was duly adopted at such meeting by a vote of ___ members for; ___ members against, and ___ members not voting; and that said resolution has not been rescinded or amended in any way.

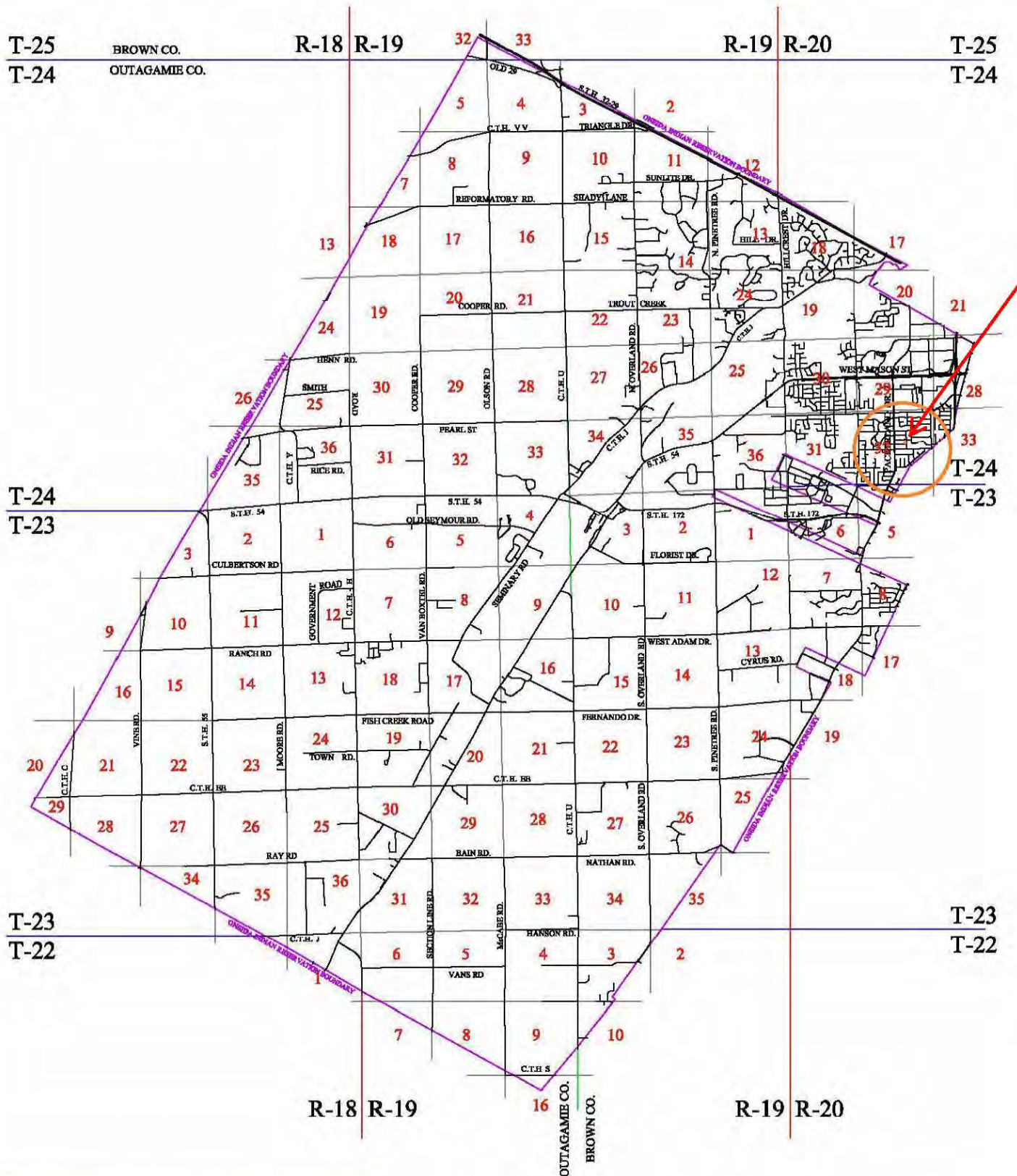
Lisa Summers, Tribal Secretary
Oneida Business Committee

Property Located at 1970 Belmont Drive

Lot Eleven (11), according to the recorded Plat of Ringer Subdivision No. 1, as recorded in Volume 16 Plats, page 51, as Doc. No. 802230, said Plat being part of Lot A, Section Thirty-two (32), Township Twenty-four (24) North, Range Twenty (20) East of the Fourth Principal Meridian, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Tax Parcel Number: 6H-2199

Oneida Reservation Section Map



GEOGRAPHIC LAND INFORMATION SYSTEMS

703 Packerland Dr.
Green Bay, Wisconsin
(920) 496-2007

"Internal Use Only"

DATE: 6/21/06

FILE: I:\Section Map.PDF



Source: Photography May 10, 2001
Coordinate System: Wisconsin State Plane, Central Zone
Lambert Projection, U.S. Foot
Horizontal Datum: NAD83
Vertical Datum: NAVD88

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. 3.

2. 4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above):
Name, Title / Dept. or Tribal Member

Additional signature (as needed): _____
Name, Title / Dept.

Additional signature (as needed): _____
Name, Title / Dept.

- 1) Save a copy of this form in a pdf format.
- 2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

MEMORANDUM

TO: Oneida Business Committee
FROM: Land Division – Lauren Hartman
DATE: March 17, 2015
RE: Approve fee-to-trust application

Purpose: Business Committee action is needed to approve a fee-to-trust application.

Requested action:

1. To approve the fee-to-trust resolution *Fee To Trust Application Property Address:3261 W. Mason Street, Green Bay*

Oneida Tribe of Indians of Wisconsin

Post Office Box 365



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.

Phone: (920) 869-2214



Oneida, WI 54155



UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

RESOLUTION # __-__-__

Fee to Trust Application for property located at 3261 W. Mason Street

WHEREAS, the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government and a treaty Tribe organized under the laws of the United States of America; and

WHEREAS, the Oneida General Tribal Council is the governing body of the Oneida Tribe of Indians of Wisconsin; and

WHEREAS, the Oneida General Tribal Council has delegated the authorities of Article IV, Section I of the Oneida Tribal Constitution to the Oneida Business Committee; and

WHEREAS, the Oneida Tribe has acquired in fee status property referred to as property located at 3261 W. Mason Street, with the following tax parcel number: 6H-767-7; and

WHEREAS, the parcel is described as follows:
Legal Description: See Attached.
Tax Parcel Number: 6H-767-7

WHEREAS, the above described parcel is requested in Trust Status to expand the Oneida Tribal land base and provide existing residential land use and will not be used for gaming purposes, and

WHEREAS, the Oneida Business Committee certifies that the local property taxes will be paid up to trust placement,

NOW THEREFORE BE IT RESOLVED, the Oneida Business Committee hereby requests that the United States Bureau of Indian Affairs initiate and carry out the process required to place the above parcels in trust for the Oneida Tribe of Indians of Wisconsin

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members constitute a quorum. ___ members were present at a meeting duly called, noticed and held on the ___ day of ___, 20___; that the foregoing resolution was duly adopted at such meeting by a vote of ___ members for; ___ members against, and ___ members not voting; and that said resolution has not been rescinded or amended in any way.

Lisa Summers, Tribal Secretary
Oneida Business Committee

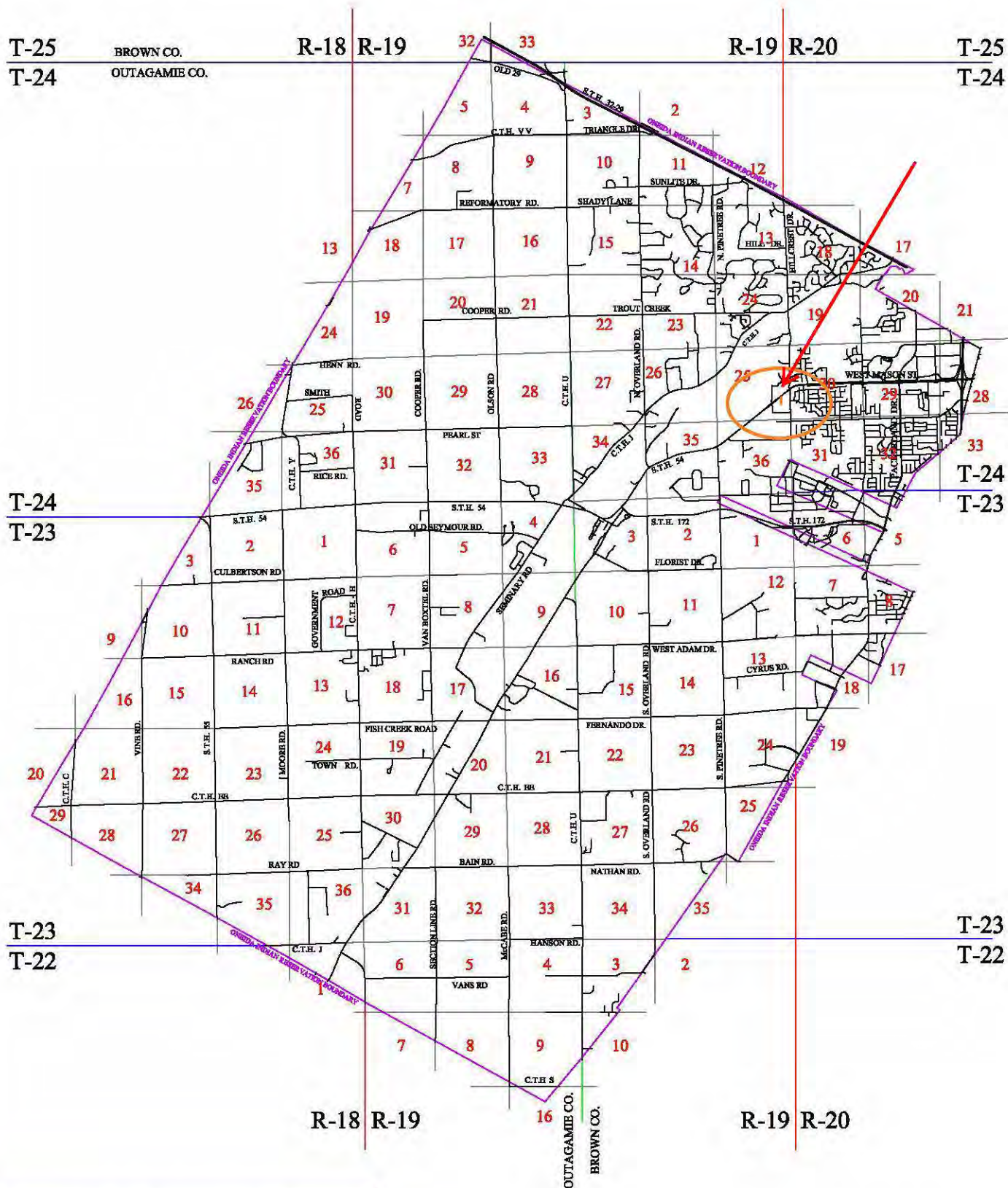
Property located at 3261 W. Mason Street

That part of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ of the SE $\frac{1}{4}$) and that part of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ of the SE $\frac{1}{4}$), Section Twenty-five (25), Township Twenty-four (24) North, Range Nineteen (19) East of the Fourth Principal Meridian, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin, described as follows:

Commencing at an iron stake in the South line of STH 54, 37.9 feet Northeast of the point where the West line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 25, Township 24 North, Range 19 East, intersects the South line of STH 54; thence South and parallel with the said West line 87.9 feet; thence East at right angles 466.7 feet to the point of beginning; thence North at right angles 447.75 feet to the South line of STH 54; thence North 51deg. 51 min. East 185.35 feet; thence South 0 deg. 24 min. East 462.2 feet; thence East at right angles 10.00 feet; thence South 0 deg. 24 min. East 98.7 feet; thence West at right angles 160.00 feet to the point of beginning.

Tax Parcel Number: 6H-767-7

Oneida Reservation Section Map



GEOGRAPHIC LAND INFORMATION SYSTEMS

703 Packerland Dr.
Green Bay, Wisconsin
(920) 496-2007

* Internal Use Only *

DATE: 6/21/06

FILE: I:\Section Map.PDF



Source: Photography May 10, 2001
Coordinate System: Wisconsin State Plane, Central Zone
Lambert Projection, U.S. Foot
Horizontal Datum: NAD83
Vertical Datum: NAVD88

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. 3.

2. 4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above):
Name, Title / Dept. or Tribal Member

Additional signature (as needed): _____
Name, Title / Dept.

Additional signature (as needed): _____
Name, Title / Dept.

- 1) Save a copy of this form in a pdf format.
- 2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

MEMORANDUM

TO: Oneida Business Committee
FROM: Land Division – Lauren Hartman
DATE: March 17, 2015
RE: Approve fee-to-trust application

Purpose: Business Committee action is needed to approve a fee-to-trust application.

Requested action:

1. To approve the fee-to-trust resolution *Fee To Trust Application Property Address:N7284 County Road J, Oneida*
2. To approve the fee-to-trust warranty deed for *Property Address:N7284 County Road J, Oneida*

Oneida Tribe of Indians of Wisconsin

Post Office Box 365



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.

Phone: (920) 869-2214



Oneida, Wi 54155



UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

RESOLUTION # __-__-__

Fee to Trust Application for property located at N7284 County Rd. J

WHEREAS, the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government and a treaty Tribe organized under the laws of the United States of America; and

WHEREAS, the Oneida General Tribal Council is the governing body of the Oneida Tribe of Indians of Wisconsin; and

WHEREAS, the Oneida General Tribal Council has delegated the authorities of Article IV, Section I of the Oneida Tribal Constitution to the Oneida Business Committee; and

WHEREAS, the Oneida Tribe has acquired in fee status property referred to as property located at N7284 County Rd. J, with the following tax parcel number: 17-0-2229-00; and

WHEREAS, the parcel is described as follows:
Legal Description: See Attached.
Tax Parcel Number: 17-0-2229-00

WHEREAS, the above described parcel is requested in Trust Status to expand the Oneida Tribal land base and provide existing vacant land use and will not be used for gaming purposes, and

WHEREAS, the Oneida Business Committee certifies that the local property taxes will be paid up to trust placement,

NOW THEREFORE BE IT RESOLVED, the Oneida Business Committee hereby requests that the United States Bureau of Indian Affairs initiate and carry out the process required to place the above parcels in trust for the Oneida Tribe of Indians of Wisconsin

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members constitute a quorum. ___ members were present at a meeting duly called, noticed and held on the ___ day of ___, 20___; that the foregoing resolution was duly adopted at such meeting by a vote of ___ members for; ___ members against, and ___ members not voting; and that said resolution has not been rescinded or amended in any way.

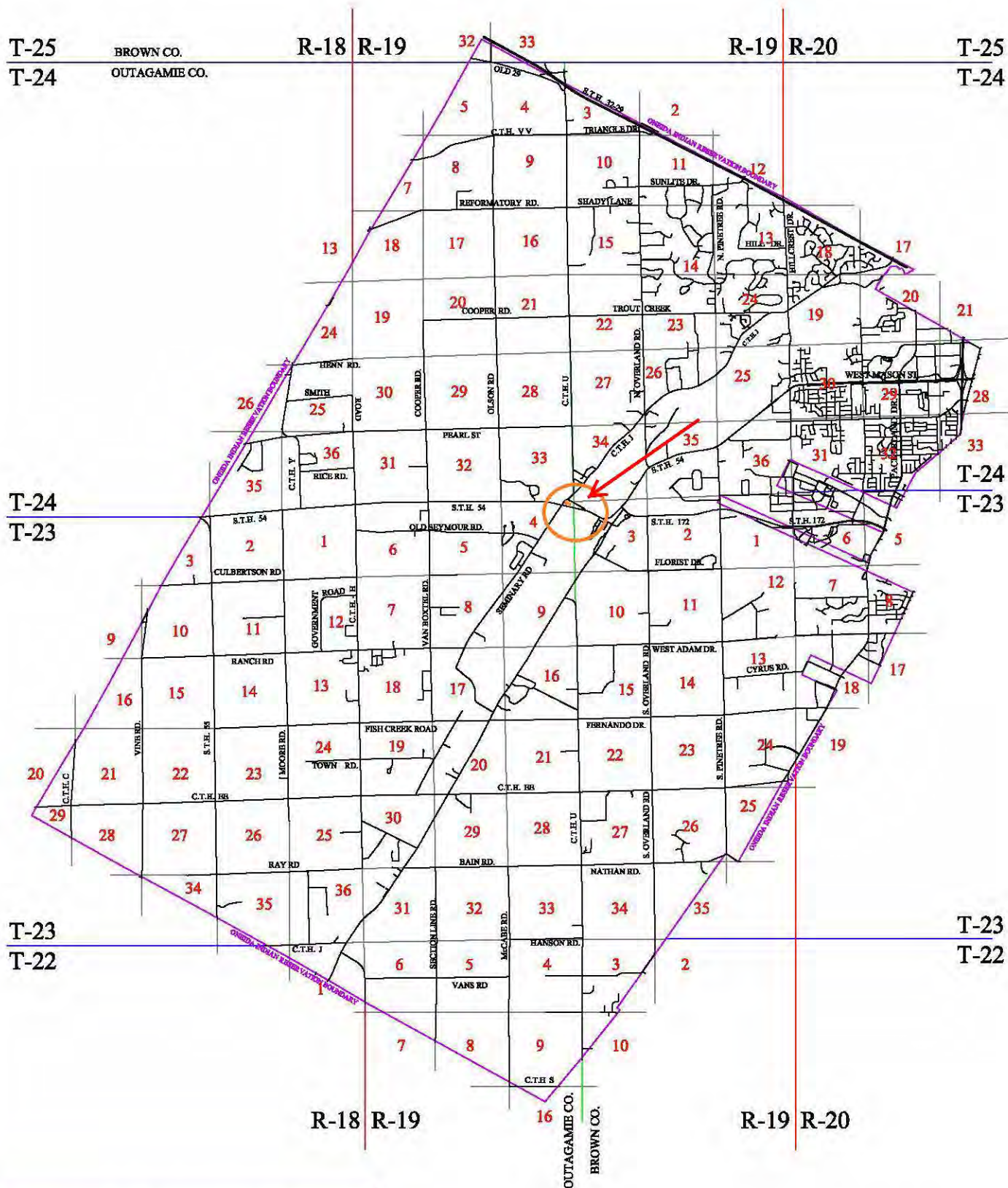
Lisa Summers, Tribal Secretary
Oneida Business Committee

Property located at N7284 County Rd. J

Lot Two (2) in Volume 33 Certified Survey Maps, Page 5751 as Map No. 5751 said map being a part of Claim 146, Section 4, Township 23 North, Range 19 East, Town of Oneida, Outagamie County, Wisconsin.

Tax Parcel Number: 17-0-2229-00

Oneida Reservation Section Map



GEOGRAPHIC LAND INFORMATION SYSTEMS

703 Packerland Dr.
Green Bay, Wisconsin
(920) 496-2007

* Internal Use Only *

DATE: 6/21/06

FILE: I:\Section Map.PDF



Source: Photography May 10, 2001
Coordinate System: Wisconsin State Plane, Central Zone
Lambert Projection, U.S. Foot
Horizontal Datum: NAD83
Vertical Datum: NAVD88

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. 3.

2. 4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above):
Name, Title / Dept. or Tribal Member

Additional signature (as needed): _____
Name, Title / Dept.

Additional signature (as needed): _____
Name, Title / Dept.

- 1) Save a copy of this form in a pdf format.
- 2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

MEMORANDUM

TO: Oneida Business Committee
FROM: Land Division – Lauren Hartman
DATE: March 17, 2015
RE: Approve fee-to-trust application

Purpose: Business Committee action is needed to approve a fee-to-trust application.

Requested action:

1. To approve the fee-to-trust resolution *Fee To Trust Application Property Address: W772 County Rd. EE, Oneida*

Oneida Tribe of Indians of Wisconsin

Post Office Box 365



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.

Phone: (920) 869-2214



Oneida, Wi 54155



UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

RESOLUTION # __-__-__

Fee to Trust Application for property located at W772 County Rd. EE

WHEREAS, the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government and a treaty Tribe organized under the laws of the United States of America; and

WHEREAS, the Oneida General Tribal Council is the governing body of the Oneida Tribe of Indians of Wisconsin; and

WHEREAS, the Oneida General Tribal Council has delegated the authorities of Article IV, Section I of the Oneida Tribal Constitution to the Oneida Business Committee; and

WHEREAS, the Oneida Tribe has acquired in fee status property referred to as property located at W772 County Rd. EE, with the following tax parcel numbers: 17-0-2011-00 and 17-0-2021-00; and

WHEREAS, the parcel is described as follows:
Legal Description: See Attached.
Tax Parcel Numbers: 17-0-2011-00 and 17-0-2021-00

WHEREAS, the above described parcel is requested in Trust Status to expand the Oneida Tribal land base and provide existing residential land use and will not be used for gaming purposes, and

WHEREAS, the Oneida Business Committee certifies that the local property taxes will be paid up to trust placement,

NOW THEREFORE BE IT RESOLVED, the Oneida Business Committee hereby requests that the United States Bureau of Indian Affairs initiate and carry out the process required to place the above parcels in trust for the Oneida Tribe of Indians of Wisconsin

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members constitute a quorum. ___ members were present at a meeting duly called, noticed and held on the ___ day of ___, 20___; that the foregoing resolution was duly adopted at such meeting by a vote of ___ members for; ___ members against, and ___ members not voting; and that said resolution has not been rescinded or amended in any way.

Lisa Summers, Tribal Secretary
Oneida Business Committee

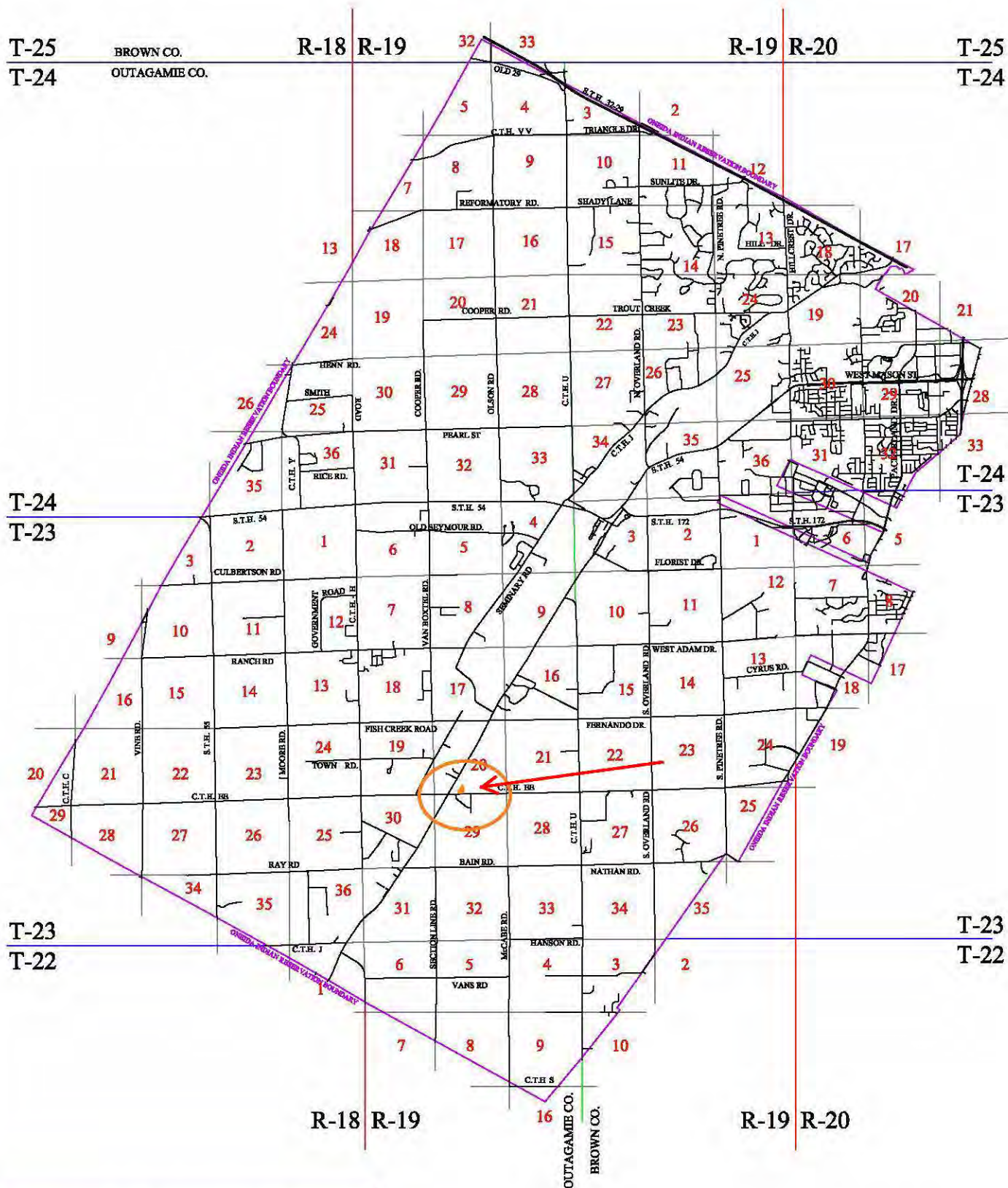
Property located at W772 County Rd. EE

All that part of Claim Thirty-nine (39) and Forty-one (41), lying North of the North line of Section Twenty-nine (29), and lying East of Highway "E" in Section Twenty (20), Township Twenty-three (23) North of Range Nineteen (19) East, of the Fourth (4th) Principal Meridian, Town of Oneida, Outagamie County, Wisconsin, less and excepting the premises described in Volume 576 of Records, page 293 and again recorded in Volume 871 of Records, page 129, and less and excepting the following described premises to-wit:

Commencing at the Southeast corner of Claim 42 as the point of beginning; thence Southwesterly on a line parallel to the center line of Ridge Road to the Southwesterly line of Claim 39; thence Northwesterly along the Southerly line of Claim 39 to the center line of Ridge Road; thence Northeasterly along the center line of Ridge Road to the Northeasterly line of Claim 39; thence Southeasterly along the Northeasterly line of said Claim 39 to the place of beginning; further less and excepting a parcel of land conveyed for highway purposes and recorded in Jacket 8818 Images 14-15 as Document No. 945296.

Tax Parcel Numbers: 17-0-2011-00 and 17-0-2021-00

Oneida Reservation Section Map



GEOGRAPHIC LAND INFORMATION SYSTEMS

703 Packerland Dr.
Green Bay, Wisconsin
(920) 496-2007

* Internal Use Only *

DATE: 6/21/06

FILE: I:\Section Map.PDF



Source: Photography May 10, 2001
 Coordinate System: Wisconsin State Plane, Central Zone
 Lambert Projection, U.S. Foot
 Horizontal Datum: NAD83
 Vertical Datum: NAVD88

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. 3.

2. 4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above):
Name, Title / Dept. or Tribal Member

Additional signature (as needed): _____
Name, Title / Dept.

Additional signature (as needed): _____
Name, Title / Dept.

- 1) Save a copy of this form in a pdf format.
- 2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

MEMORANDUM

TO: Oneida Business Committee
FROM: Land Division – Lauren Hartman
DATE: March 17, 2015
RE: Approve fee-to-trust application

Purpose: Business Committee action is needed to approve a fee-to-trust application.

Requested action:

1. To approve the fee-to-trust resolution *Fee To Trust Application Property Address:W1927 Ray Road, Oneida*

Oneida Tribe of Indians of Wisconsin

Post Office Box 365



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.

Phone: (920) 869-2214



Oneida, WI 54155



UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

RESOLUTION # __-__-__

Fee to Trust Application for property located at W1927 Ray Road

WHEREAS, the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government and a treaty Tribe organized under the laws of the United States of America; and

WHEREAS, the Oneida General Tribal Council is the governing body of the Oneida Tribe of Indians of Wisconsin; and

WHEREAS, the Oneida General Tribal Council has delegated the authorities of Article IV, Section I of the Oneida Tribal Constitution to the Oneida Business Committee; and

WHEREAS, the Oneida Tribe has acquired in fee status property referred to as property located at W1927 Ray Road, with the following tax parcel number: 17-0-1313-00; and

WHEREAS, the parcel is described as follows:
Legal Description: See Attached.
Tax Parcel Number: 17-0-1313-00

WHEREAS, the above described parcel is requested in Trust Status to expand the Oneida Tribal land base and provide existing residential and vacant land uses and will not be used for gaming purposes, and

WHEREAS, the Oneida Business Committee certifies that the local property taxes will be paid up to trust placement,

NOW THEREFORE BE IT RESOLVED, the Oneida Business Committee hereby requests that the United States Bureau of Indian Affairs initiate and carry out the process required to place the above parcels in trust for the Oneida Tribe of Indians of Wisconsin

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members constitute a quorum. ___ members were present at a meeting duly called, noticed and held on the ___ day of ___, 20___; that the foregoing resolution was duly adopted at such meeting by a vote of ___ members for; ___ members against, and ___ members not voting; and that said resolution has not been rescinded or amended in any way.

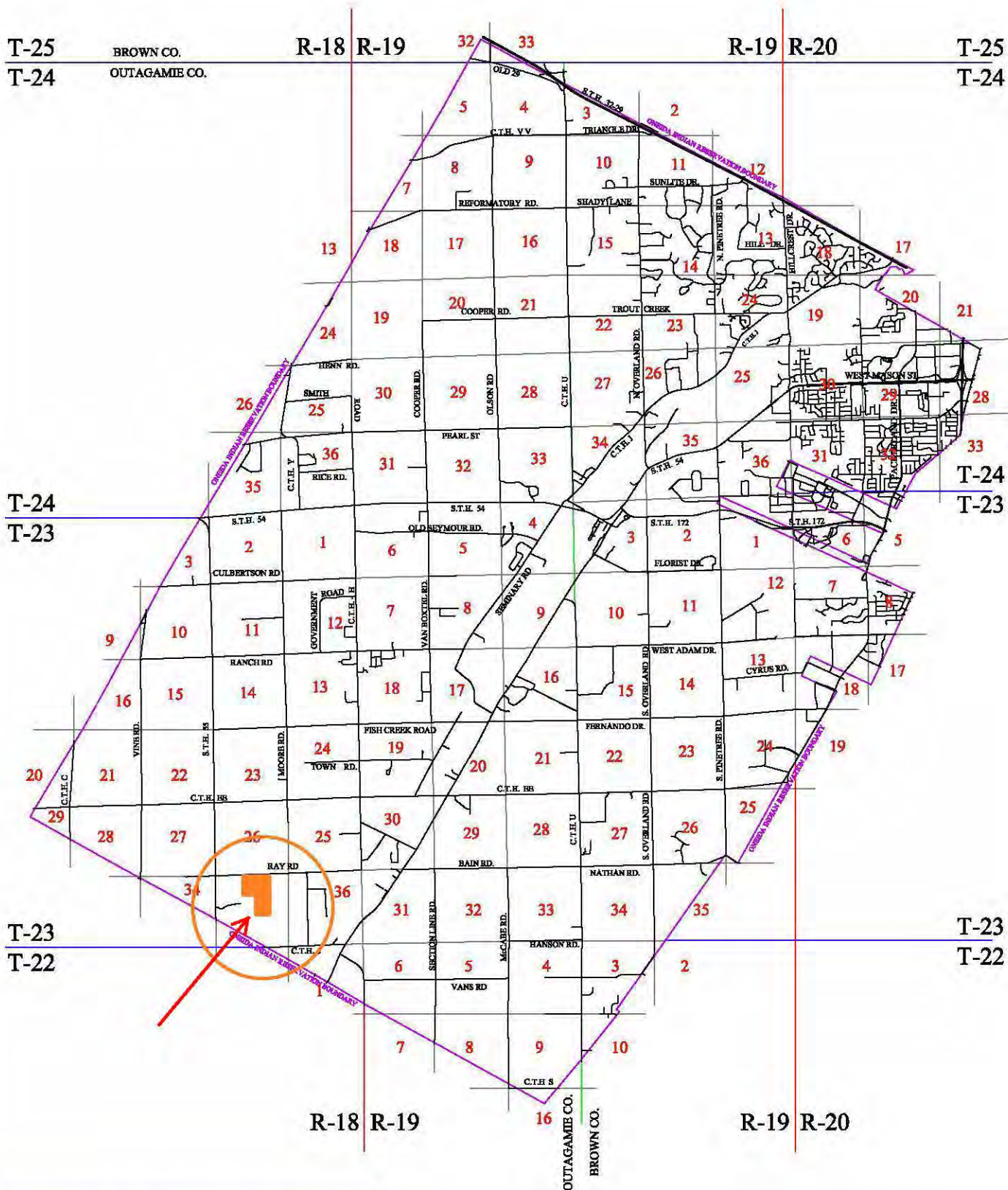
Lisa Summers, Tribal Secretary
Oneida Business Committee

Property located at W1927 Ray Road

Lot One (1), Volume 13, Certified Survey Maps, Page 2366, Map No. 2366, Document No. 1169846, said map being part of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$) and all of Government Lots Six (6) and Seven (7); and part of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$); all in Section Thirty-five (35), Township Twenty-three (23) North, Range Eighteen (18) East of the Fourth Principal Meridian, in the Town of Oneida, Outagamie County, Wisconsin, except part sold for road in Volume 1002 Records, Page 211.

Tax Parcel Number: 17-0-1313-00

Oneida Reservation Section Map



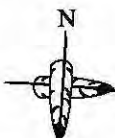
GEOGRAPHIC LAND INFORMATION SYSTEMS

703 Packerland Dr.
Green Bay, Wisconsin
(920) 496-2007

* Internal Use Only *

DATE: 6/21/06

FILE: I:\Section Map.PDF



Source: Photography May 10, 2001
 Coordinate System: Wisconsin State Plane, Central Zone
 Lambert Projection, U.S. Foot
 Horizontal Datum: NAD83
 Vertical Datum: NAVD88

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above):

Name, Title / Dept. or Tribal Member

Additional signature (as needed): _____

Name, Title / Dept.

Additional signature (as needed): _____

Name, Title / Dept.

- 1) Save a copy of this form in a pdf format.
- 2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

MEMORANDUM

To: Oneida Business Committee

From: Racquel Hill, Election Board Chairperson *RH*

Subject: Request for to Post for Appointment

Date: March 5, 2015

On behalf of the Oneida Election Board, per formal action taken at a regular meeting of March 4, 2015 resignation received from Melanie Burkhart was accepted, and it was directed to post for an alternate appointment for the remainder of her term which is two (2) years. Please begin the posting process to fill this vacancy.

If you have any questions or concerns regarding this request, let me know.

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

[Empty text box for session justification]

Agenda Header (choose one): New Business/Request

Agenda item title (see instructions):

Oneida Arts Board Appointment

Action requested (choose one)

Information only

Action - please describe:

The BC to approve the appointment of Dakota Webster to the Oneida Arts Board.

3. Justification

Why BC action is required (see instructions):

According to the Comprehensive Policy Governing Boards, Committees and Commissions, Article VI. Appointed Positions, c. "forward choice of applicants to all Council members prior to appointment."

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (Note: multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. <input type="text"/>	3. <input type="text"/>
2. <input type="text"/>	4. <input type="text"/>

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Cristina Danforth, Tribal Chairwoman

Requestor (if different from above):

Name, Title / Dept. or Tribal Member

Additional signature (as needed):

Name, Title / Dept.

Additional signature (as needed):

Name, Title / Dept.

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Oneida Tribe of Indians of Wisconsin
BUSINESS COMMITTEE



Onedas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.



P.O. Box 365 • Oneida, WI 54155
Telephone: 920-869-4364 • Fax: 920-869-4040



UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

TO: Oneida Business Committee
FROM: Cristina Danforth, OBC Chairwoman (CS)
DATE: March 25, 2015
RE: Oneida Arts Board Recommendation

There was one (1) applicant for one (1) vacancy on the Oneida Arts Board. The applicant was Dakota Webster.

The candidate is qualified to serve. In accordance with Article VI., Section 6-2(c) of the Comprehensive Policy Governing Boards, Committees and Commissions, I recommend Dakota Webster be appointed to serve on the Oneida Arts Board.

Thank you.

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one): Follow Up

Agenda item title (see instructions):

Accept Oneida Gaming Commission continuing resolution closeout report

Action requested (choose one)

Information only

Action - please describe:

Accept Oneida Gaming Commission continuing resolution closeout report

3. Justification

Why BC action is required (see instructions):

Per BC directive.

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Brandon Stevens, Council Member

Requestor (if different from above): Mark A. Powless, Sr., OGC Chairperson

Name, Title / Dept. or Tribal Member

Additional signature (as needed):

Name, Title / Dept.

Additional signature (as needed):

Name, Title / Dept.

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CLOSE OUT REPORT

CONTINUING (FISCAL) RESOLUTION

ONEIDA
GAMING
COMMISSION

To: Oneida Business Committee
From: Mark A. Powless, Sr., Oneida Gaming Commission Chairperson
Date: 02/09/14

The OGC and staff worked diligently to restrict spending during the period of continuing resolution for cost containment. Operational impacts were felt and a few large expenses could not be avoided.

Operational Impacts

While restrictions on donations/sponsorships, capital/tech expenditures and capital improvement projects did not specifically affect the OGC's departments, the remaining aspects of the resolution did impact operations.

- **Hiring** - The Surveillance department was not able to hire two vital positions: Surveillance Technician and Administrative Assistant.
- **Wage Increases** – Restricting wages continues to affect employee morale and initiative.
- **Overtime** – Overtime was kept to a minimum as much as possible. However, in order to provide necessary training for all Surveillance staff, overtime was incurred November.
- **Travel** – Travel was halted, which affected the OGC and its departments' FY15 operational goals of training and development. This indirectly impacted projects and created opportunity costs for maintaining status quo instead of improving processes.
- **Contracting** – A contract request for a new vendor had to be routed through the OBC for approval, delaying the anticipated time line of implementation.

Exceptions

Exceptions to the adjusted budget (1/12 of 75% of the allocation) occurred due to items not falling within a standard monthly payment schedule. Major exceptions to the adjusted allocations include: a Surveillance capex purchase from FY14 (\$31, 905) that was not received timely and had to be paid from FY15's supply line, an emergency equipment repair (\$3,600), Legal Services for travel to represent OGC unable to travel, and monthly rent expenses that could not be reduced.

Process Improvement Recommendations

Although difficult, across the board restrictions are not practical. Some departments already conduct annual assessments and budget based on minimal needs. To require additional reductions can detrimentally and unnecessarily impact operations. Furthermore, it is recommended that gaming operations be exempted from cost restriction expectations.

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. 3.

2. 4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above): Louise Cornelius, General Manager/Gaming
Name, Title / Dept. or Tribal Member

Additional signature (as needed): _____
Name, Title / Dept.

Additional signature (as needed): _____
Name, Title / Dept.

- 1) Save a copy of this form in a pdf format.
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**The Premier Gaming Destination
of Choice**

**Gaming Division
Cost Containment Resolution
Close Out Summary
October 2014-January 2015**

Presented by: Louise Cornelius, Gaming General Manager

Memo

To: Business Committee Direct Reports,
Oneida Boards, Committees and Commissions

From: Lisa Summers, Tribal Secretary 

Date: February 3, 2015

Re: Close Out of Continuing Resolution Reporting

This correspondence is to inform you that the Oneida Business Committee has requested submission of final close out reports to include the operation impacts of the continuing resolution, any information pertaining to the exceptions that were made and any recommendations moving forward on how to improve the continuing resolution process

Background

Resolution BC-09-24-14-A required exceptions to be set forth in a report which specifically identified the exception, the need for the exception, cost for non-compliance and compliance, and alternatives that were considered but rejected and the reasons for rejection.

The following motion was made at the January 28, 2015, Oneida Business Committee meeting: *Motion by Melinda J. Danforth to direct the Tribal Secretary to issue a memorandum to our Direct Reports, Non-Divisional areas including the Judiciary, and all Boards, Committees and Commissions to submit final close out reports to the February 11, 2015, regular Business Committee meeting agenda to include the operation impacts of the continuing resolution, any information pertaining to the exceptions that were made and any recommendations moving forward on how to improve the continuing resolution process, seconded by Lisa Summers. Motion carried unanimously*

Next Steps

The motion indicates that your close out report is to be submitted to the February 11, 2015 regular Business Committee meeting. The submission deadline for this meeting is today at 4:30 p.m., but we are extending this deadline to 10 a.m. on Friday, February 6, 2015.

Thank you for your attention. Questions can be directed to me at ext. 4434 or via email at lsummer2@oneidanation.org, or to Lisa Liggins – Executive Assistant at lliggins@oneidanation.org.

Gaming Division Overtime Summary October 2014-January 2015

Oct-14

	OT Hours	Cost
W/E 10/4/14	90.25	\$1,693.09
W/E 10/11/14	32.5	\$667.77
W/E 10/18/14	27	\$553.75
W/E 10/25/14	54.75	\$1,209.48

204.5	\$4,124.09
-------	------------

Nov-14

	OT Hours	Cost
W/E 11/01/14	55.75	\$1,034.94
W/E 11/08/14	12	\$270.94
W/E 11/15/14	57.25	\$1,037.58
W/E 11/22/14	39	\$674.58
W/E 11/29/14	58.75	\$961.20

222.75	\$3,979.24
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Dec-14

	OT Hours	Cost
W/E 12/06/14	39	\$814.27
W/E 12/13/14	56.75	\$1,002.75
W/E 12/20/14	29.25	\$625.11
W/E 12/27/14	8.5	\$211.00

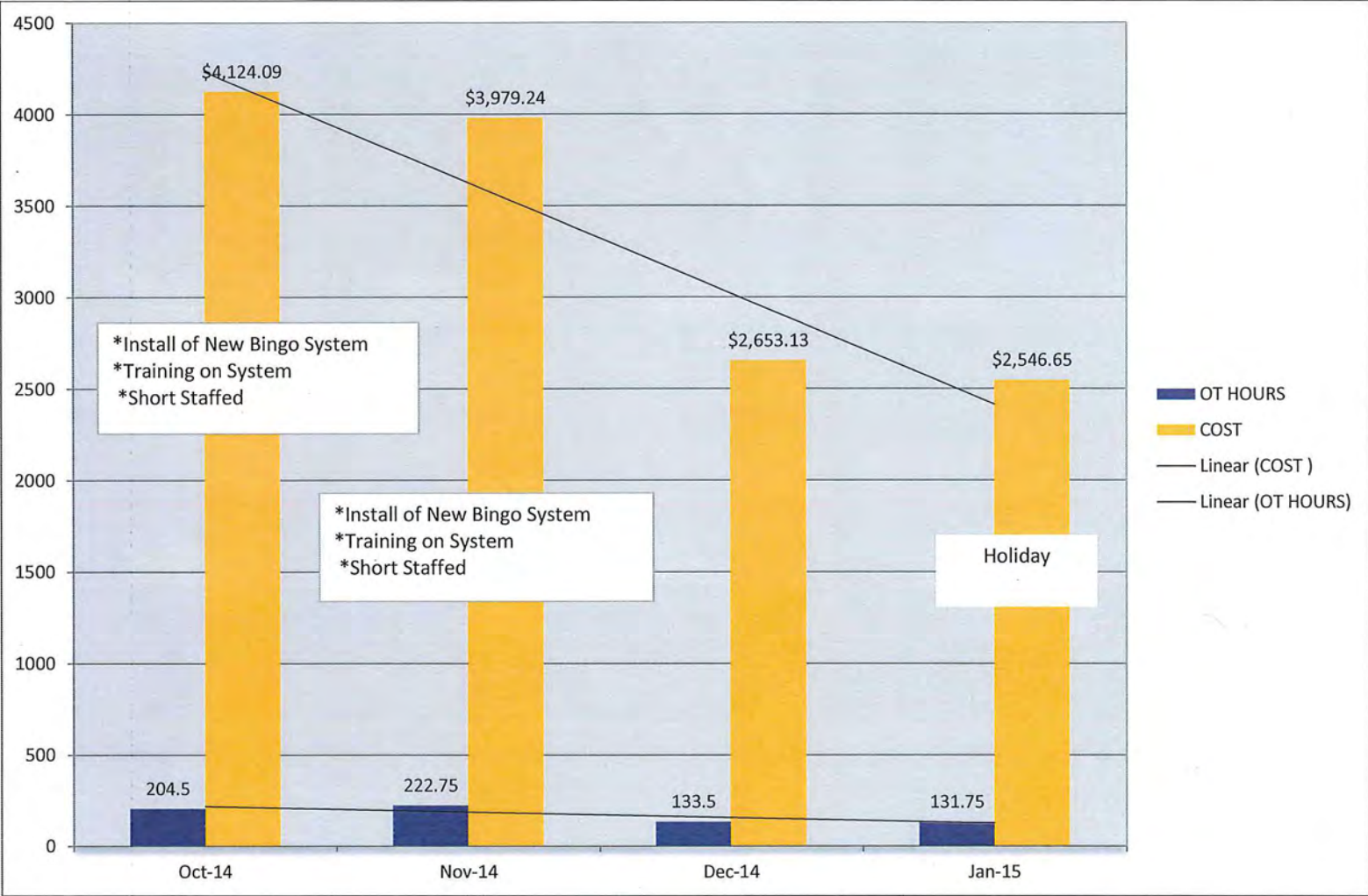
133.5	2653.13
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Jan-15

	OT Hours	Cost
W/E 01/03/15	109.5	\$1,988.05
W/E 01/10/15	13	\$364.31
W/E 01/17/15	9.25	\$194.29

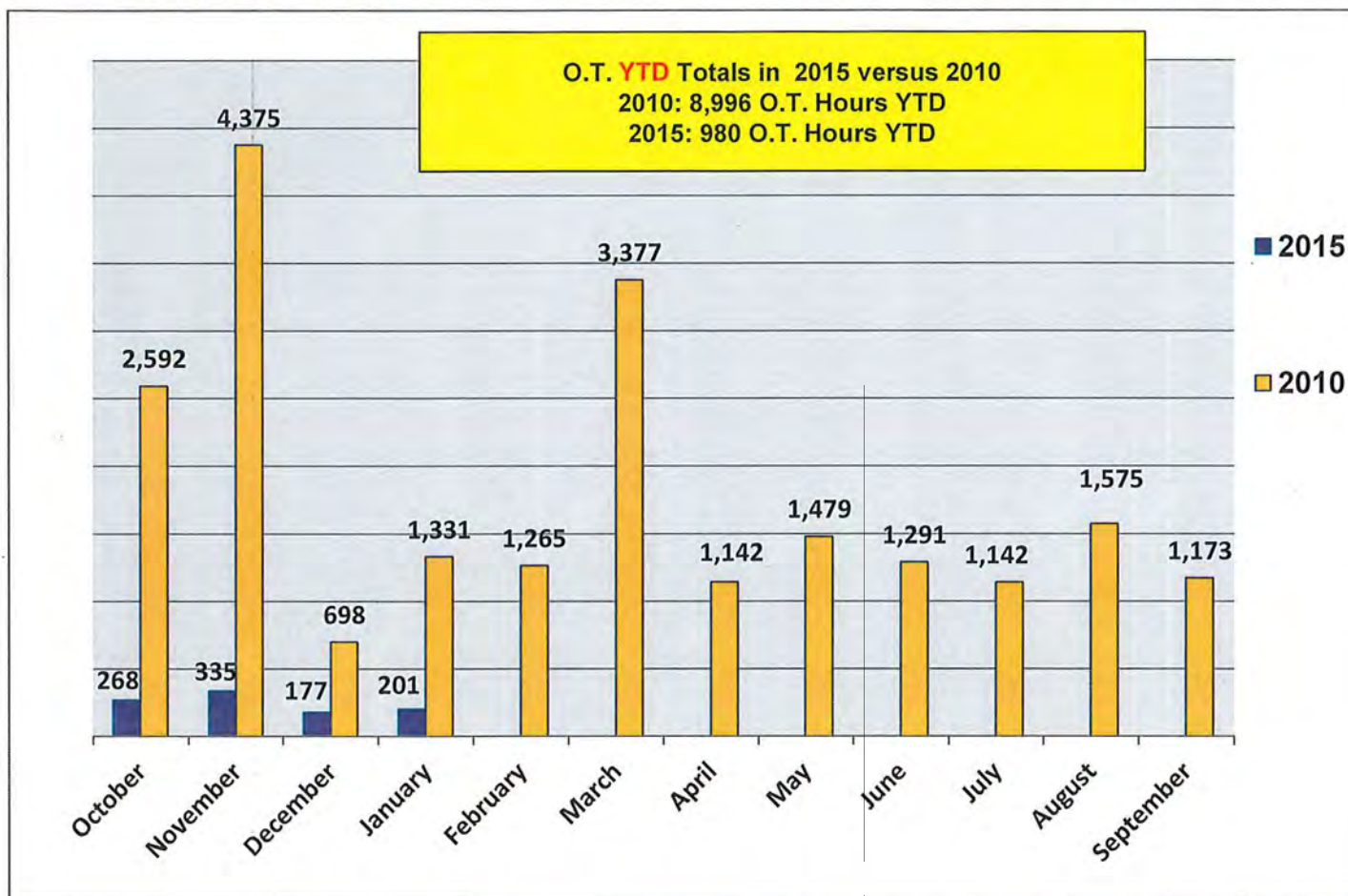
131.75	2546.65
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Gaming Division Overtime Report OCTOBER, NOVEMBER & DECEMBER 2014 AND JANUARY 2015





October 2014 – January 2015 OVERTIME COMPARISON FY10 vs. FY15



Customer Service

- Administration
- C.S. Administration
- Casino Shift Managers
- Exec. Host/Hostess
- F&B
- Valet

Gaming Operation

- Bingo
- Slots
- Tables Games/Poker

Gaming Support

- Accounting
- Project Managers
- Shuttle
- Compliance
- Custodial
- ESD
- Compliance
- Maintenance
- Marketing
- MIS-Security-Surveillance

January	2015	2014	2013	2012	2011	2010
Gaming Support	112	89	419	869	475	522
Gaming Operations	89	20	80	228	157	162
Customer Service	0	3	79	89	12	16



Gaming Division Overtime Exceptions:

- New Installation of Bingo System (Oct/Nov)
- Training on New Bingo System (Oct/Nov)
- Minimum Staffing Levels - Short Staffed
- Call-ins
- Medical Leave Of Absence(s)
- Approved Vacation/Personal Time Requests
- Regulatory – Impressed count bank
- Regulatory - Over/Short: SOP Employee required to stay until issue resolved
- Coverage for Funeral Time
- Regulatory Paper Room coverage
- Regulatory testing
- Holiday Coverage

Overtime Summary of Alternatives:

- Revised Departmental Shifts to Accommodate Customers
 - 8 hour shifts changed to 10 hour shifts
 - Reduced coverage on floor
- Employees assumed additional duties and responsibilities
- Managers & Supervisors assumed frontline duties and responsibilities



Gaming Division Staffing Activity 10/01/2014 to 01/31/2015

October 2014	November 2014
4 Full-Time Regular	2 Full-Time Regular
9 Full-Time Emergency Temp	30 Full-Time Emergency Temp
4 Part-Time Emergency Temp	3 Part-Time Emergency Temp
4 Full-Time Reassignments	1 Half-Time Emergency Temp
	2 Full-Time Reassignments
December 2014	January 2015
18 Full-Time Emergency Temp	7 Full-Time Emergency Temp
2 Part-Time Emergency Temp	1 Part-time Regular
6 Full-Time Emergency Temp	2 Part-Time Emergency Temp
	1 Half-Time Emergency Temp

Gaming Division Accumulative Staffing Activity Totals for 10/01/2014 to 01/31/2015

	FT REG	FT ET	PT REG	PT ET	HT ET	FT Interim REASSIGNMENTS	Staffing Activity
OCT	4	9		4		4	21
NOV	2	30		3	1	2	38
DEC	0	18		2		6	26
JAN	0	7	1	2	1	0	11
Total	6	64	1	11	2	12	96

Staffing Levels Year to Date				Staffing Levels 1 st Quarter			
	2014	2015	YTD Variance		2014	2015	1 st QTR Variance
Oct	1347	1321	-26		Oct	1321	
Nov	1342	1321	-21		Nov	1321	
Dec	1340	1318	-22		Dec	1318	-3
Jan	1338	1303	-35		Jan	1303	-15

***The Gaming Division staffing levels reflected a declined in 18 associates from October 2014 through January 2015**

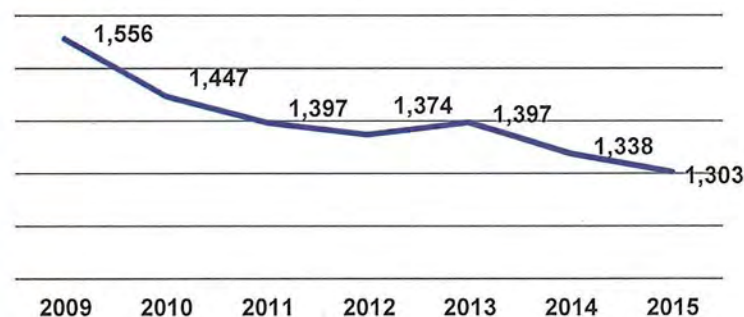


Gaming Division Staffing Activity October 2009 – January 2015

MONTH	2009	2010	2011	2012	2013	2014	2015
OCT	1,478	1,439	1,439	1,402	1,382	1,347	1,321
NOV	1,466	1,441	1,441	1,401	1,394	1,342	1,321
DEC	1,456	1,441	1,440	1,385	1,398	1,340	1,318
JAN	1,556	1,447	1,397	1,374	1,397	1,338	1,303
FEB	1,545	1,445	1,401	1,379	1,392	1,344	
MAR	1,545	1,447	1,425	1,379	1,395	1,340	
APR	1,528	1,450	1,451	1,378	1,395	1,346	
MAY	1,525	1,438	1,445	1,379	1,390	1,334	
JUN	1,510	1,441	1,391	1,391	1,386	1,337	
JUL	1,522	1,427	1,392	1,382	1,375	1,347	
AUG	1,512	1,424	1,388	1,383	1,371	1,334	
SEP	1,495	1,424	1,402	1,386	1,368	1,329	

Accounting	273
Administration	18
Bingo/OTB	44
Compliance	5
Custodial	118
Cust. Service	130
ESD	28
Security	179
MIS	15
Maintenance	32
Marketing	51
Slots	173
Surveillance	37
Table Games	200
Total	1,303

JANUARY EMPLOYEE COUNT



Gaming Division Staffing Transactions 10/1/14 to 1/31/15

Position Requested for Hiring	Job Code	Grade	Salary	Duties	Positions Filled				Difference
					Oct-14	Nov-14	Dec-14	Jan-15	
Administration					6 FTE's Minimum staffing				
<i>Admin Asst I – Reception - POOL POSTED</i>	1829	NE06	\$10.02 to \$14.03	Perform and/or oversee a variety of associated administrative, fiscal, personnel support, and planning activities. Coordinate and facilitate meetings, program functions, and/or special events, as appropriate.			1 FT ET		0
Drop Count					45.5 FTE's Minimum Staffing				
<i>Drop Count - POOL POSTED</i>	249	NE05	\$9.11 to \$12.76	Perform collecting/transporting cash boxes, emptying cash boxes, counting entire contents, and entering information in database using a personal computer. In the Count Area, will count, wrap, verify and prepare all monies to be transferred to the vault area.		1 FT REG 4 HT ET		3 HT ET	-0.88
Cage Vault					Cage Cashier 100 FTE Min Staff/ Vault Spec 41 FTE Min Staff/ Vault Spec II 10 FTE Min Staff / Cage/Vault Supervisor 28 FTE's Budgeted				
<i>Cage Cashier - POOL</i>	81	NE06	\$10.02 to \$14.03	Provide even exchanges for currency, coin, chip, TITO, coup and check cashing for Oneida Casino internal and external customers. Process the enrollments for Check Service. Welcome all guests and assist in explanation of benefits for membership programs. Obtain proper identification from customers for required reporting purposes.	1 FT ET 2 FT REG 2 PT ET	1 FT REG	3 FT ET	1 FT ET 1 PT ET	-1.42
<i>Specialist - Vault - POOL</i>	482	NE08	\$12.13 to \$16.98	Maintain accurate records of all transactions and expedite the transfer of the currency received from Gaming to the designated depository banking institutions. Maintain confidentiality of all privileged information.	3 FT ET	1 FT ET	2 FT ET	2 FT ET	-4.92
<i>Specialist - Vault II</i>	1594	NE08	\$12.13 to \$16.98	Maintain accurate records of all transactions and expedite the transfer of the currency received from Gaming to the designated depository banking institutions. A valid driver's license, reliable transportation and insurance are required.			1 FT ET		-1.19

A2:A3

Position Requested for Hiring	Job Code	Grade	Salary	Duties	Positions Filled				Difference
					Oct-14	Nov-14	Dec-14	Jan-15	
<i>Super - Cage Vault</i>	06006/00053	NE10	\$14.68 to \$20.55	Supervise Cage/Vault activities of the department by performing, training, supervising the Cashiers.			4 FT INTERIM EXTENDED		-0.75
<i>Finance</i>				Acctg Asst 14 FTE Min Staff/ Admin Asst III 3 FTE Budgeted					
<i>Assistant - Accounting</i>	4	NE07	\$11.03 to \$15.44	Review and verify all receipts in the Gaming Division against daily computerized printouts of Gaming activity to ensure proper recording of sales, prize payout, and cash overages/shortages.	1 FT REG	1 FT ET			0
<i>Admin Asst III - Accounting Operations Director / Drop Count</i>	1991A	NE08	\$12.13 to \$16.98	Perform and/or oversee a variety of associated administrative, fiscal, personnel support, and planning activities. Coordinate and facilitate meetings, program functions, and/or special events, as appropriate.	1 FT REG				-0.75
<i>Valet</i>				10 FTE's Min Staff					
<i>Valet - POOL</i>	479	NE06	\$10.05 to \$14.03	Park and retrieve customer's cars in a safe and timely manner for the Oneida Casino. Ensure that services are provided effectively and efficiently to meet the needs of the Oneida Casino Customer.	1 PT ET	1 PT ET	1 PT ET		0
<i>Food & Beverage</i>				73.5 FTE's Min Staff					
<i>Server - POOL POSTED</i>	1830/6034	NE03	\$7.53 to \$10.54	Greet customers, answer customer questions, provide directions, obtain change for customers at machines, and transfer lost and found items to the appropriate areas.	2 FT ET	4 FT ET 2 PT ET		2 FT ET 1 PT REG	0
<i>Employee Services</i>				T&D Spec 3 FTE Budgeted / Comm Spec 1 FTE Budgeted					
<i>Specialist - Training & Development</i>	918	E03	\$15.91 to \$25.46	Develop and implement specified training and development programs and initiatives to meet assessed needs for the Gaming Division.		1 FT ET			-7.94

A2:A3

Position Requested for Hiring	Job Code	Grade	Salary	Duties	Positions Filled				Difference
					Oct-14	Nov-14	Dec-14	Jan-15	
<i>Specialist - Communications</i>	2161	E03	\$15.91 to \$25.46	Develop an employee communication strategy and implement methods and processes to effectively distribute and communicate information to all levels of Gaming employees. Oversee various Gaming communication initiatives and continuous improvement efforts that align with Gaming's Vision, Mission, and Values. This position is responsible for the coordination and facilitation of employee events within the Gaming Division.	1 FT REASSIGNMENT				1.68
<i>Maintenance</i>				Carpenter 2 FTE Budgeted / Groundskeeper I 6 FTE's Min Staff / Groundskeeper II 7 FTE's Min Staff					
<i>Carpenter</i>	163	NE11	\$16.14 to \$22.60	Responsible for the overall carpentry and maintenance of all Gaming buildings. Perform skilled tasks and complete work orders in accordance with standard practices of the construction and carpentry trades and codes. Complete inspections of various areas and perform preventive maintenance as needed. Ensure that services are provided effectively and efficiently to the Oneida Casino.		1 FT ET			4.30
<i>Groundskeeper I POOL</i>	629	NE05	\$9.11 to \$12.76	Performs grounds keeping and recycling duties for the upkeep of the Gaming Division as well as assist with building repairs, pick up/delivery of equipment/supplies, and moving office furniture. Ensure that services are provided effectively and efficiently for the Gaming Division.		1 FT ET			-0.44
<i>Groundskeeper II POOL</i>	119	NE06	\$10.02 to \$14.03	Performs grounds keeping and recycling duties for the upkeep of the Gaming Division as well as assist with building repairs, pick up/delivery of equipment/supplies, and moving office furniture. Ensure that services are provided effectively and efficiently for the Gaming Division. *Tribal Vehicle Clearance required*			1 FT ET		-0.44
<i>Custodial</i>				106 FTE's Min Staff					

A2:A3

Position Requested for Hiring	Job Code	Grade	Salary	Duties	Positions Filled				Difference
					Oct-14	Nov-14	Dec-14	Jan-15	
<i>Custodian - POOL POSTED</i>	156	NE04	\$8.28 to \$11.60	Maintain all Gaming Division facilities in an exceptional manner. Perform basic and routine custodial duties for the upkeep of the Gaming Division.			1 FT ET		0
<i>Marketing</i>				1 FTE Budgeted					
<i>Coordinator - Direct Marketing</i>	2063	E03	\$15.91 to \$25.46	Accomplish the Casino Promotions department objectives by coordinating, tracking and maintaining all functions related to Direct marketing/Casino Management System database operations including assisting in creating direct marketing efforts, implementing and managing projects and contacting vendors.	1 FT REASSIGNMENT				1.17
<i>Casino Promotions</i>				Players Club Rep 41.5 FTE's Min Staff / Players Club Supervisor 5 Budgeted					
<i>Rep - Players Club POOL</i>	2387	NE07	\$11.03 to \$15.44	Provide guest services for Oneida Casino customers to include: Players Club Member, Tour bus, special event ticket, gift certificates sales to all Oneida Casino guest. Provide membership services including answering customer questions and explaining benefits of Player Club membership.	1 FT REASSIGNMENT				0
<i>Players Club Supervisor</i>	371	NE09	\$13.34 to \$18.68	Accomplish the Marketing Department objectives by assisting in the planning, organizing, promoting guest satisfaction and directing of all functions required to operate and maintain department activities and services. Ensure all services are provided effectively and efficiently to meet the needs of the Oneida Casino customers in accordance with federal standards.	1 FT REASSIGNMENT				0
<i>Bingo</i>				Bingo Caller 5 FTE's Min Staff / Bingo Cashier 16 FTE's Min Staff / Bingo Worker 10 FTE's Min Staff / Paper Room Clerk 5 FTE's Min Staff / OTB Supervisor 2 FTE's Budgeted					

A2:A3

Position Requested for Hiring	Job Code	Grade	Salary	Duties	Positions Filled				Difference
					Oct-14	Nov-14	Dec-14	Jan-15	
<i>Caller - Bingo - POOL POSTED</i>	70	NE04	\$8.28 to \$11.60	Provide excellent guest services and will work as part of a team to ensure that the guests have a pleasant experience; calls the bingo game, records numbers and verifies the winning cards.		3 FT ET			0
<i>Cashier - Bingo - POOL</i>	71	NE04	\$8.28 to \$11.60	Operate and perform cash transactions and ensure accurate sales to customers. Sell papers and electronics. Issue bingo cards to customers and maintains a log of bingo sales. Issue payouts for winning cards.	1 PT ET 1 FT ET	2 FT ET			0
<i>Worker - Bingo POOL POSTED</i>	72	NE03	\$7.53 to \$10.54	Sell bingo games on the floor and ensure cleanliness of Bingo area.	1 FT ET	2 FT ET	1 PT ET 1 FT ET	1 PT ET	
<i>Clerk - Paper Room - POOL</i>	1836	NE04	\$8.28 to \$11.60	Assist in the control of on hand inventory in the Bingo Paper Room and input of inventory into the Epic System.	1 FT ET	1 FT ET	2 FT ET		-0.88
<i>Off Track Betting Supervisor</i>	1887	NE10	\$14.68 to \$20.55	Oversee the Operational and technical maintenance of the Off Track Betting Room. Supervise employees and maintain Off Track Betting equipment.			1 FT INTERIM REASSIGNMENT		0
Table Games				116 FTE's Min Staffing					
<i>Dealer- POOL POSTED</i>	4130	NE01	\$6.07 to \$8.50	Conduct assigned game according to Oneida procedures. Exchange cash for gaming chips, deal multiple card games, and provide quality customer service within the policies, procedures and expectations of the Table Games Department.		7 FT ET	5 FT ET		0
Slots				Slot Rep 97 FTE's Min Staff / Slot Internal Serv Spec 3 FTE's Budgeted / Slot PM Crew 6 FTE's Budgeted					
<i>Representative - Slot POOL POSTED</i>	129	NE06	\$10.02 to \$14.03	Serve the patrons of the Oneida Casino by resolving guests' problems such as tilts, ticket jams, jackpots, and fills in a friendly, professional, and courteous manner; address questions or concerns about how slot machines are played and the types of pay outs; provide accurate change as requested.		6 FT ET	1 FT ET	2 FT ET	- 2.66

A2:A3

Position Requested for Hiring	Job Code	Grade	Salary	Duties	Positions Filled				Difference
					Oct-14	Nov-14	Dec-14	Jan-15	
<i>Slot Internal Services Specialist</i>	3420	NE11	\$16.14 to \$22.60	Ensure that the Slot Department meets regulatory compliance with NIGC MICS, OGMICR, and the State Compact. Position will work in cooperation with Gaming Management, Gaming Compliance, and Internal Audit to reach a goal of 100% compliance with all regulations mentioned above. Regulate the Slot Department by enforcing and implementing regulatory controls on an on-going basis and develop Standard Operating Procedures.		1 FT INTERIM REASSIGNMENT			-4.39
<i>PM Crew - Slots</i>	2169	NE07	\$11.03 to \$15.44	Inspect, maintain, and record data on all slot machines to ensure regulatory compliance. Perform preventative maintenance checks as well as assist in machine logging verification process.		1 FT INTERIM REASSIGNMENT EXTENSION	1 FT INTERIM REASSIGNMENT EXTENSION		0

Prepared by Gaming Personnel Services - Wendy Alvarez

\$10.35
less in overall
total wages

2/10/2015



To: Oneida Business Committee
From: Chad Fuss, Assistant Gaming General Manager- Finance
CC: Louise Cornelius- Gaming General Manager
Date: February 10, 2015
Re: BC Resolution 09-24-14-A Continuing Resolution for Fiscal Year 2015

BC Resolution 09-24-14-A Continuing Resolution for Fiscal Year 2015 stated that:

“Operational Expenses. Operational expenses are not to exceed one-twelfth (1/12) of 75% of the allocation in the FY 2014 budget for October through January. Provided that, this restriction shall exclude personnel and personnel related lines, which shall continue at 100% funding and be subject to the further limitations outlined in this resolution”

The Gaming Division created a spreadsheet for all 30 plus Business Units to utilize in order to be compliant with the resolution. The spreadsheet consisted of the imported Fiscal Year 2014 budget for each Business Unit along with the allocated amount for each month, the actual for each amount and a variance for each month. Removed from the spreadsheet were all revenue lines, cost of sales lines, personnel lines, depreciation/amortization lines, compact fee associated lines and indirect cost lines.

The remaining lines exceeded one-twelfth (1/12) of the 75% allocation in October by \$188,845, November by \$247,537 and December by \$264,019. Most of variances have to do with expenses related directly to revenues, expenses related to revenue generation, expenses related to safety, security, cleanliness and **contractual obligations**.

Even though the Gaming Division did exceed the one-twelfth (1/12) of the 75% allocation outlined in BC Resolution 09-24-14-A Continuing Resolution for Fiscal Year 2015, revenues exceeded prior year revenues and Gaming Net Profit exceeded both Fiscal Year 2015 Budget and Fiscal Year 2014 Actual.

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
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CUSTOMER SERVICE - AD

SUPPLIES & MATERIALS	1205009-000-700001-000	31	0	31		31	50	-18	10 order from Staples it is required to have \$50	31	58	-27	10 order from Staples it is required to have \$50 or more of supplies in
NEWSP/SUBSCRIPTIONS	1205009-000-700070-000	13	31	-19	The memberships offer online a	13	31	-18	2 Employees have	13	31	-18	2 Employees have Annual SHRM
TRANSP. & PER DIEM	1205009-000-701000-000	178	0	178		178		178		178		178	
PROFESSIONAL FEES	1205009-000-702030-000	9,425	1,215	8,210		9,425	13,889	-4,464	Language Line Services payments are \$50.00	9,425	1,265	8,160	
TRAINING & EDUCATION	1205009-000-705010-000	20	27	-7	to continue her education	20	62	-42	Director attends these	20	25	-5	attends these meetings to continue
PROMOTIONAL COUPONS	1205009-000-705010-000	0	27	-27	to continue her education	0	62	-62	Director attends these	0	475	-475	attends these meetings to continue
CUSTOMER INCENTIVE	1205009-000-705111-000	250	0	250		250		250		250		250	
I/T - PRINTING	1205009-000-750009-000	750	0	750		750		750		750		750	
TOTAL		10,667	1,301	9,366	0	10,667	14,094	-3,427		10,667	1,854	8,814	

CUSTOMER SERVICE - CA

SUPPLIES & MATERIALS	1205009-100-700001-000	63	0	63		63		63		63		63	
TRANSP. & PER DIEM	1205009-100-701000-000	169	0	169		169		169		169		169	
TRAINING & EDUCATION	1205009-100-705010-000	194	100	94		194	100	94		194	100	94	
CUSTOMER INC - RESTAUR	1205009-100-705111-400	0	0	0		0	48	-48	Comps for customer issu	0		0	
I/T - PRINTING	1205009-100-750009-000	75	0	75		75		75		75		75	
I/T REPAIRS/MAINT - VEHIC	1205009-100-753100-300	63	0	63		63		63		63		63	
VEHICLE EXP - GAS & OIL -	1205009-100-753101-000	125	42	83		125	45	80		125	35	91	
TOTAL		688	142	546	0	688	192	495		688	134	554	

CUSTOMER SERVICE - VA

SUPPLIES & MATERIALS	1205009-200-700001-000	125	124	1		125		125		125		125	
REPAIRS/MAINT - VEHICLE	1205009-200-703100-300	94	0	94		94		94		94		94	
TIPS OVER/SHORT	1205009-200-709004-300	0	0	0		0		0		0		0	

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
I/T - PRINTING	1205009-200-750009-000	281	0	281		281		281		281		281	
TOTAL		500	124	376	0	500	0	500		500	0	500	
CUSTOMER SERVICE - FO													
SUPPLIES & MATERIALS	1205009-300-700001-000	94	89	5		94		94		94		94	
TRAVEL - AIRFARE	1205009-300-701000-100	0	0	0		0		0		0		0	
TRAVEL - LODGING	1205009-300-701000-200	0	0	0		0		0		0		0	
TRAVEL - MEALS	1205009-300-701000-300	0	0	0		0		0		0		0	
TRAVEL - TAXIS/SHUTTLES	1205009-300-701000-500	0	0	0		0		0		0		0	
MILEAGE EXPENSE	1205009-300-701001-000	63	60	3		63	97	-35	to make weekly checks,	63		63	
REPAIRS/MAINT - EQUIPME	1205009-300-703100-200	750	244	506		750	324	426		750	94	656	
UNIFORMS	1205009-300-705001-000	6		6		6		6		6		6	
TRAINING & EDUCATION	1205009-300-705010-000	43	75	-32	Continually new employee Alcohol license	43		43		43		43	
PROMOTION/ITEMS	1205009-300-705100-000	53,914	74,850	-20,936	Order all beverage on floor, October had 5 weeks of	53,914	47,530	6,383		53,914	78,677	-24,764	Product is on demand, working with vendor to adjust par levels
TIPS OVER/SHORT	1205009-300-709004-300	0	0	0		0	-1	1		0		0	
I/T - PRINTING	1205009-300-750009-000	31	0	31		31		31		31		31	
SUPPLIES & MATERIALS	1205009-303-700001-000	144	0	144		144		144		144		144	
REPAIRS/MAINT - EQUIPME	1205009-303-703100-200	188	0	188		188	609	-421	I. Equipment Repair	188		188	
PROMOTION/ITEMS	1205009-303-705100-000	19,257	30,242	-10,985	Order all beverage on floor,	19,257	21,474	-2,216	Product is on demand,	19,257	26,495	-7,237	Product is on demand, working
EQUIPMENT	1205009-304-105400-000	0	0	0		0		0		0		0	
REPAIRS/MAINT - EQUIPME	1205009-304-703100-200	78	0	78		78		78		78		78	
PROMOTION/ITEMS	1205009-304-705100-000	986	1,067	-81	Order all beverage on floor,	986	770	216		986	1,318	-332	Product is on demand, working
PROMOTION/ITEMS	1205009-305-705100-000	1,199	1,341	-142	Order all beverage on floor,	1,199	1,416	-217	Product is on demand,	1,199	1,924	-725	Product is on demand, working
TOTAL		76,752	107,968	-31,216	0	76,752	72,219	4,533		75,840	108,414	-32,574	

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
ADMINISTRATION													
SUPPLIES & MATERIALS	1205010-000-700001-000	3,938	6,072	-2,135	Copy Paper that is ordered for a	3,938	76	3,861		3,938		3,938	
DUES	1205010-000-700071-000	0		0		0	170	-170	This expense will be mov	0		0	
DISCOUNTS EARNED/LOST	1205010-000-700999-000	0		0		0		0		0		0	
TRANSP. & PER DIEM	1205010-000-701000-000	1,563	0	1,563		1,563		1,563		1,563		1,563	
TRAVEL - AIRFARE	1205010-000-701000-100	0	0	0		0		0		0		0	
TRAVEL - LODGING	1205010-000-701000-200	0	50	-50	This is budgeted in TRANSP. d	0		0		0		0	
TRAVEL - MEALS	1205010-000-701000-300	0	0	0		0		0		0		0	
TRAVEL - RENTAL CAR	1205010-000-701000-400	0		0		0		0		0		0	
TRAVEL - PERSONAL CAR	1205010-000-701000-410	0		0		0		0		0		0	
TRAVEL - TOLLS/PARKING	1205010-000-701000-430	0		0		0		0		0		0	
TRAVEL - TAXIS/SHUTTLES	1205010-000-701000-500	0	0	0		0		0		0		0	
TRAVEL - REGISTRATION	1205010-000-701000-600	0		0		0	700	-700	This expense was from	0		0	
MILEAGE EXPENSE	1205010-000-701001-000	36		36		36		36		36	52	-16	Reimbursed mileage per policy
OUTSIDE SERVICES	1205010-000-702010-000	45,813	34,923	10,889		45,813	55,151	-9,338	Do Not have access to ve	45,813	128,737	-82,924	Do Not have access to verify charges
OTHER CONTRACTED SERV	1205010-000-702010-000	0	0	0		0		0		0		0	
PROFESSIONAL FEES	1205010-000-702030-000	625		625		625		625		625		625	
REPAIRS/MAINT - EQUIPME	1205010-000-703100-200	0	254	-254	This should be expensed to Out	0	179	-179		0	757	-757	
MAINT-AGREEMENTS	1205010-000-703110-000	3,125		3,125		3,125		3,125		3,125	13,411	-10,286	Quarterly payment, do not have access to this account currently
EMPLOYEE INCENTIVE	1205010-000-705000-000	0		0		0		0		0		0	
EMPLOYEE INCENTIVE-PIC	1205010-000-705000-001	0		0		0		0		0		0	
UNIFORMS	1205010-000-705001-000	31	32	0		31		31		31		31	
TRAINING & EDUCATION	1205010-000-705010-000	0		0		0		0		0		0	
EMPLOYEE DISCOUNTS	1205010-000-705020-000	15,000	14,894	106		15,000	19,190	-4,190	Budget if based on	15,000	20,002	-5,002	Budget if based on historical

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
PROMOTION/ITEMS	1205010-000-705100-000	1,950	185	1,765		1,950		1,950		1,950	4,264	-2,314	Expense for adjustment in inventory for Community Relations Items
PROMOTIONAL COUPONS	1205010-000-705101-100	0	0	0		0		0		0		0	
SPECIAL EVENTS	1205010-000-705105-000	1,750		1,750		1,750		1,750		1,750		1,750	
SPONSORSHIPS	1205010-000-705110-100	313		313		313		313		313		313	
ADVERTISING/BC REQUEST	1205010-000-705110-200	0		0		0		0		0		0	
CUSTOMER INCENTIVE	1205010-000-705111-000	0	635	-635	Administration portion of Radi	0		0		0		0	
CUSTOMER INCENTIVE-RA	1205010-000-705111-100	1,250		1,250		1,250	234	1,016		1,250	786	464	
CUSTOMER INC - RESTAUR	1205010-000-705111-400	0		0		0		0		0		0	
RENT EXPENSE	1205010-000-705201-000	29,723	21,943	7,780		29,723	83,615	-53,892	Two months of Rent at	29,723	52,779	-23,056	Mainly Rent at Radisson. Oneida
RENTAL USAGE	1205010-000-705202-000	6,589	4,829	1,760		6,589		6,589		6,589	8,836	-2,248	Do not have access to this account currently
HEAT & LIGHTS	1205010-000-705211-000	87,500	89,527	-2,027	Based on Usage	87,500	97,207	-9,707	Based on the facility bein	87,500	26,769	60,731	
WATER & SEWER	1205010-000-705212-000	8,125	-9,799	17,924		8,125	1,398	6,727		8,125	26,825	-18,700	Typically a quarterly charge
TELEPHONE	1205010-000-705213-000	8,125	-4,417	12,542		8,125	7,858	267		8,125	5,008	3,117	
BUSINESS EXPENSE	1205010-000-705300-000	250	325	-75	Send Flowers for Deaths of em	250		250		250	348	-98	Flowers for deaths of employee and family members
CREDIT CARD CHARGES	1205010-000-705402-000	3,438	5,569	-2,131	Based on the ability of custome	3,438	4,184	-746	Based on customer usage	3,438	4,920	-1,482	Based on customer usage
INSURANCE	1205010-000-705500-000	21,548	19,700	1,849		21,548	19,700	1,849		21,548	19,700	1,849	
MISCELLANEOUS	1205010-000-705900-000	0		0		0		0		0		0	
CASH/OVER SHORT	1205010-000-709004-000	0		0		0	665	-665	This is the Over/Under	0	-327	327	
CLAIM SETTLEMENT	1205010-000-709800-000	1,563	649	914		1,563		1,563		1,563	1,984	-422	Backpay
I/T SUPPLIES & MATERIALS	1205010-000-750001-000	0		0		0		0		0		0	
I/T - PRINTING	1205010-000-750009-000	250		250		250		250		250		250	
I/T REPAIRS/MAINT - VEHIC	1205010-000-753100-300	125	14	111		125		125		125		125	
VEHICLE EXP - GAS & OIL -	1205010-000-753101-000	81	102	-21	Mail has been making more de	81	62	19		81	49	32	
I/T SPECIAL EVENTS	1205010-000-755105-000	0		0		0		0		0		0	

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
I/T RENT EXPENSE	1205010-000-755201-000	7,031	9,375	-2,344	We are bound by contract for re	7,031	9,375	-2,344	Airview, IMAC, Main C	7,031	9,375	-2,344	Airview, IMAC, Main Casino lease contracts with Land Management
I/T RENT EXPENSE	1205010-303-755201-000	7,206		7,206		7,206	9,608	-2,402	West Mason lease contra	7,206	9,608	-2,402	West Mason lease contracts with Land Management
TOTAL		256,946	194,861	62,085	0	256,946	309,372	-52,426		16,256	21,016	-4,760	
ACCOUNTING FINANCE													
SUPPLIES & MATERIALS	1205011-000-700001-000	438	240	198		438		438		438	2,883	-2,445	Needed to purchase 1099 Pro in order to submit tax information
TRANSP. & PER DIEM	1205011-000-701000-000	184		184		184		184		184		184	
MILEAGE EXPENSE	1205011-000-701001-000	147	130	17		147	76	71		147	209	-62	Reimbursed mileage per policy
PROFESSIONAL FEES	1205011-000-702030-000	313		313		313		313		313		313	
UNIFORMS	1205011-000-705001-000	0		0		0		0		0		0	
CONTRA - MIS	1205011-000-709509-000	145,191	210,774	-65,583	This is made up of primary sale	145,191	176,219	-31,028	This is detailed in the rep	145,191	185,881	-40,690	This is detailed in the report that MIS submits
I/T SUPPLIES & MATERIALS	1205011-000-750001-000	0		0		0		0		0		0	
I/T - PRINTING	1205011-000-750009-000	188		188		188		188		188	1,042	-854	Yearly ordering of forms.
TOTAL		146,459	211,144	-64,685	0	146,459	176,294	-29,835		146,459	190,014	-43,555	
ACCOUNTING - HARD/SOFT													
SUPPLIES & MATERIALS	1205011-200-700001-000	1,188	382	806		1,188		1,188		1,188	1,299	-111	Labels for drop boxes to ensure the are attributed to the correct machine when dropped.
MILEAGE EXPENSE	1205011-200-701001-000	156	30	126		156	11	145		156	55	101	
OUTSIDE SERVICES	1205011-200-702010-000	34	0	34		34		34		34		34	
REPAIRS/MAINT - EQUIPME	1205011-200-703100-200	313	0	313		313		313		313		313	
MAINT-AGREEMENTS	1205011-200-703110-000	10,582	13,377	-2,795	25 mo. contract signed prior to	10,582	13,377	-2,795	25 mo. contract signed p	10,582	13,377	-2,795	25 mo. contract signed prior to Resolution 09-24-14-A
UNIFORMS	1205011-200-705001-000	63	25	38		63	75	-12	ET's must purchase	63		63	
TRAINING & EDUCATION	1205011-200-705010-000	38	0	38		38		38		38		38	

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
I/T SUPPLIES & MATERIALS	1205011-200-750001-000	75	0	75		75		75		75		75	
I/T - PRINTING	1205011-200-750009-000	44	0	44		44	41	3		44		44	
TOTAL		12,491	13,814	-1,323	0	12,491	13,504	-1,013		12,491	14,731	-2,240	
ACCOUNTING - CAGE/VAU													
CASH/OVER SHORT	1205011-300-709004-000	0		0		0	41	-41	There are procedures in		-741	741	
CASH/OVER SHORT	1205011-301-709004-000	0		0		0	41	-41	There are procedures in		-5,181	5,181	
CASH/OVER SHORT	1205011-303-709004-000	0		0		0	41	-41	There are procedures in		668	-668	There are procedures in place as to
CASH/OVER SHORT	1205011-304-709004-000	0		0		0	10	-10	There are procedures in		1	-1	There are procedures in place as to
CASH/OVER SHORT	1205011-305-709004-000	0		0		0	1	-1	There are procedures in		149	-149	There are procedures in place as to
SUPPLIES & MATERIALS	1205011-310-700001-000	3,750	3,439	311		3,750	6,721	-2,971	\$2,439 due to invoice	3,750	2,453	1,297	
MILEAGE EXPENSE	1205011-310-701001-000	188	184	4		188	157	30		188	370	-183	Reimbursed mileage per policy
REPAIRS/MAINT - EQUIPME	1205011-310-703100-200	773	0	773		773		773		773		773	
MAINT-AGREEMENTS	1205011-310-703110-000	16,089	21,916	-5,827	25 mo. contract signed prior to	16,089	21,916	-5,827	25 mo. contract signed p	16,089	21,916	-5,827	25 mo. contract signed prior to Resolution 09-24-14-A
TRAINING & EDUCATION	1205011-310-705010-000	94	0	94		94		94		94		94	
BUSINESS EXPENSE	1205011-310-705300-000									0	6	-6	Reimbursement
MISCELLANEOUS	1205011-310-705900-000	94	11	83		94	122	-28	Mutilated/Counterfeit cu	94	52	41	
CASH/OVER SHORT	1205011-310-709004-000	0		0		0		0		0		0	
CLAIM SETTLEMENT	1205011-310-709800-000	0		0		0		0		0		0	
I/T SUPPLIES & MATERIALS	1205011-310-750001-000	0		0		0		0		0		0	
I/T - PRINTING	1205011-310-750009-000	1,563	1,331	232		1,563	2,165	-602	Didn't cut the order to m	1,563	1,500	63	
I/T REPAIRS/MAINT - VEHIC	1205011-310-753100-300	156	35	121		156	72	84		156	22	134	
VEHICLE EXP - GAS & OIL -	1205011-310-753101-000	719	662	57		719	604	115		719	593	126	
I/T TRAINING & EDUCATIO	1205011-310-755010-000			0		0		0		0		0	
CASH/OVER SHORT	1205011-321-709004-000	0		0		0	10,801	-10,801	There are procedures in		-5,399	5,399	
TOTAL		23,424	27,578	-4,154	0	23,424	42,694	-19,270		18,714	18,690	24	

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
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ACCOUNTING - MIS DEPR

REPAIRS/MAINT - EQUIPME	1205011-400-703100-200	938	19,819	-18,881	This expense will be moved to	938	-19,819	20,756		938		938	
TOTAL		938	19,819	-18,881		26,799	36,517	-9,718		22,089	15,405	6,684	

ACCOUNTING - SHIPPING

SUPPLIES & MATERIALS	1205011-500-700001-000	306	0	306		306		306		306		306	
TRANSP. & PER DIEM	1205011-500-701000-000	19	0	19		19		19		19		19	
OUTSIDE SERVICES	1205011-500-702010-000	813	0	813		813		813		813		813	
REPAIRS/MAINT - EQUIPME	1205011-500-703100-200	31	0	31		31	119	-88	Forklift battery repair - w	31	96	-64	Needed service on Forklift
INSURANCE	1205011-500-705500-000	75		75		75	182	-107	Submitted by Risk Mana	75	182	-107	Submitted by Risk Management to Oneida Casino
I/T REPAIRS/MAINT - VEHIC	1205011-500-753100-300	31	0	31		31	153	-122		31		31	
VEHICLE EXP - GAS & OIL -	1205011-500-753101-000	156	158	-1	Filled up delivery van twice du	156	153	3		156	63	93	
TOTAL		1,431	158	1,274	0	1,431	608	824		1,431	341	1,090	

COMPLIANCE

SUPPLIES & MATERIALS	1205012-000-700001-000	9	0	9		9		9		9		9	
DUES	1205012-000-700071-000	9	13	-4	IIA Membership, resource for	9	170	-161	IIA membership dues	9		9	
TRANSP. & PER DIEM	1205012-000-701000-000	116	0	116		116		116		116		116	
MILEAGE EXPENSE	1205012-000-701001-000	6	0	6		6		6		6		6	
TRAINING & EDUCATION	1205012-000-705010-000	0	0	0		0		0		0		0	
CONTRA - INTERNAL AUDIT	1205012-000-709509-000	15,025	18,714	-3,689	We do not control this account	15,025	29,268	-14,243	This is detailed in the rep	15,025	9,154	5,871	
CONTRA - BACKGROUND I	1205012-000-709509-100	32,709	40,846	-8,137	We do not control this account	32,709	50,814	-18,105	This is detailed in the rep	32,709	39,753	-7,043	This is detailed in the report that Backgrounds submits
CONTRA - SURVEILLANCE	1205012-000-709509-200	158,742	173,196	-14,454	We do not control this account	158,742	267,612	-108,870	This is detailed in the rep	158,742	180,913	-22,171	This is detailed in the report that Surveillance submits
TOTAL		206,617	232,769	-26,152	0	206,617	347,864	-141,247		206,617	229,819	-23,202	

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
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CUSTOMER RELATIONS -

SUPPLIES & MATERIALS	1205013-200-700001-000	94	0	94		94		94		94		94	
TRANSP. & PER DIEM	1205013-200-701000-000	156	0	156		156		156		156		156	
REPAIRS/MAINT - EQUIPME	1205013-200-703100-200	281	164	117		281		281		281	720	-439	Refill foam for Hydroclean equipment
REPAIRS/MAINT - VEHICLE	1205013-200-703100-300	2,500	500	2,000		2,500		2,500		2,500	602	1,898	
VEH. EXP-GAS & OIL	1205013-200-703101-000	5,478	3,348	2,130		5,478	443	5,035		5,478	6,005	-527	
UNIFORMS	1205013-200-705001-000	19	0	19		19	50	-31	Due to the garage area	19		19	
TRAINING & EDUCATION	1205013-200-705010-000	68	0	68		68		68		68		68	
INSURANCE	1205013-200-705500-000	890	1,103	-213	Based on Risk Management	890	1,103	-213	Submitted by Risk Mana	890	1,103	-213	Submitted by Risk Management to Oneida Casino
I/T - PRINTING	1205013-200-750009-000	6	0	6		6		6		6		6	
I/T REPAIRS/MAINT - VEHIC	1205013-200-753100-300	2,500	3,765	-1,265	Repairs are necessary to keep u	2,500	1,607	893		2,500	2,291	209	
VEHICLE EXP - GAS & OIL -	1205013-200-753101-000	1,688	3,415	-1,728	Using regular gas units more dt	1,688	2,836	-1,149	Due to down time	1,688	2,274	-587	Due to down time (repairs) of
I/T TRAINING/EDUCATION	1205013-200-755010-000	6	0	6		6		6		6		6	
TOTAL		13,685	12,295	1,390	0	13,685	6,040	7,645		13,685	12,995	690	

MARKETING

SUPPLIES & MATERIALS	1205014-000-700001-000	563	-1,178	1,741		563	87	475		563	125	438	
NEWSP/SUBSCRIPTIONS	1205014-000-700070-000	456	0	456		456		456		456		456	
DUES	1205014-000-700071-000	140	0	140		140		140		140		140	
TRANSP. & PER DIEM	1205014-000-701000-000	387	0	387		387		387		387		387	
MILEAGE EXPENSE	1205014-000-701001-000	50	30	20		50	27	23		50	11	39	
OUTSIDE SERVICES	1205014-000-702010-000	7,094	495	6,599		7,094	160	6,934		7,094	533	6,561	
PROFESSIONAL FEES	1205014-000-702030-000	16,125	0	16,125		16,125		16,125		16,125		16,125	
REPAIRS/MAINT - EQUIPME	1205014-000-703100-200	263	0	263		263	31	231		263		263	

DESCRIPTION	ACCOUNT NUMBER	Oct-14	Oct-14	Oct-14	EXPLANATION	Nov-14	Nov-14	Nov-14	EXPLANATION	Dec-14	Dec-14	Dec-14	EXPLANATION
		75% BUDGET	Actual Spend	Variance		75% BUDGET	Actual Spend	Variance		75% BUDGET	Actual Spend	Variance	
TRAINING & EDUCATION	1205014-000-705010-000	56	0	56		56		56		56		56	
PROMOTION/ITEMS	1205014-000-705100-000	0	8,225	-8,225		0		0		0		0	
ENTERTAINMENT-PROMOT	1205014-000-705100-003	31,250	0	31,250		31,250	4,400	26,850		31,250	16,550	14,700	
PROMOTIONAL COUPONS	1205014-000-705101-100	0	37,500	-37,500	Advertising Actual Spend = \$212,452	0		0		0		0	
ADVERTISING	1205014-000-705110-000	130,206	0	130,206		130,206		130,206		130,206		130,206	
BROADCAST MEDIA	1205014-000-705110-102	0	0	0		0	54,485	-54,485	Was budgeted under "Ad	0		0	
BROADCAST PRODUCTION	1205014-000-705110-103	0	50	-50		0	25,814	-25,814	Was budgeted under "Ad	0		0	
COPYWRITING	1205014-000-705110-104	0	3,305	-3,305	Budgeted in Advertising, does	0	590	-590	Was budgeted under "Ad	0	100	-100	Was budgeted under "Advertising"
INTERACTIVE MARKETING	1205014-000-705110-105	0	1,330	-1,330	Budgeted in Advertising, does	0	3,288	-3,288	Was budgeted under "Ad	0	165	-165	Was budgeted under "Advertising"
MEDIA PLANNING	1205014-000-705110-106	0	15,699	-15,699	Budgeted in Advertising, does	0	1,938	-1,938	Was budgeted under "Ad	0	2,660	-2,660	Was budgeted under "Advertising"
OUTDOOR/STATIC & DIGIT	1205014-000-705110-107	0	128,625	-128,625	Budgeted in Advertising, does	0	7,685	-7,685	Was budgeted under "Ad	0	12,375	-12,375	Was budgeted under "Advertising"
OUTDOOR/OFF-PROPERTY	1205014-000-705110-108	0	0	0		0	41,125	-41,125	Was budgeted under "Ad	0	41,125	-41,125	Was budgeted under "Advertising" revenue generation
PHOTOGRAPHY/VIDEO	1205014-000-705110-109	0	25,128	-25,128	Budgeted in Advertising, does	0		0		0		0	
PRINT	1205014-000-705110-110	0	1,816	-1,816	Budgeted in Advertising, does	0		0		0	4,800	-4,800	Was budgeted under "Advertising"
SIGNAGE-SUPPLIES	1205014-000-705110-111	0	0	0		0	-684	684		0		0	
AGENCY ACCOUNT SERVICE	1205014-000-705110-112	0	0	0		0	169	-169	Was budgeted under "Ad	0		0	
CUSTOMER INCENTIVE-RA	1205014-000-705111-100	5,375	689	4,686		5,375	546	4,829		5,375	710	4,665	
CUSTOMER INCENTIVE-RE	1205014-000-705111-400									0	5,117	-5,117	Was budgeted under "Customer Incentive Radisson" revenue generation
LICENSE, CERT, FEES	1205014-000-705401-000	575	2,628	-2,053	IT Printing was not trended	575	678	-103	Music licensing fee for	575	4,464	-3,889	Music licensing fee for live
I/T - PRINTING	1205014-000-750009-000	11,191	0	11,191		11,191	2,625	8,566		11,191	17,195	-6,004	Increased Direct Mail outs per strategy
I/T ADVERTISING EXPENSE	1205014-000-755110-000	13	0	13		13		13		13		13	
TOTAL		203,743	224,342	-20,599	0	203,743	142,964	60,779		147,360	88,712	58,648	

SECURITY

DESCRIPTION	ACCOUNT NUMBER	Oct-14	Oct-14	Oct-14	EXPLANATION	Nov-14	Nov-14	Nov-14	EXPLANATION	Dec-14	Dec-14	Dec-14	EXPLANATION
		75% BUDGET	Actual Spend	Variance		75% BUDGET	Actual Spend	Variance		75% BUDGET	Actual Spend	Variance	
SUPPLIES & MATERIALS	1205015-000-700001-000	938	315	623		938	238	700		938	288	649	
NEWSP/SUBSCRIPTIONS	1205015-000-700070-000	56	0	56		56		56		56		56	
TRANSP. & PER DIEM	1205015-000-701000-000	144	0	144		144		144		144		144	
MILEAGE EXPENSE	1205015-000-701001-000	19	0	19		19		19		19		19	
OUTSIDE SERVICES	1205015-000-702010-000	116	0	116		116		116		116		116	
REPAIRS/MAINT - EQUIPME	1205015-000-703100-200	500	40	460		500		500		500	166	334	
REPAIRS/MAINT - VEHICLE	1205015-000-703100-300	63	0	63		63		63		63		63	
UNIFORMS	1205015-000-705001-000	13	0	13		13	50	-38	Reimbursed employee \$5	13		13	
TRAINING & EDUCATION	1205015-000-705010-000	763	0	763		763		763		763		763	
INSURANCE	1205015-000-705500-000	259	521	-262	Based on Risk Management	259	521	-262	Submitted by Risk Mana	259	521	-262	Submitted by Risk Management to Oneida Casino
I/T - PRINTING	1205015-000-750009-000	250	0	250		250		250		250		250	
I/T REPAIRS/MAINT - VEHIC	1205015-000-753100-300	469	408	61		469	120	349		469	26	443	
VEHICLE EXP - GAS & OIL -	1205015-000-753101-000	1,000	791	209		1,000	674	326		1,000	543	457	
TOTAL		4,587	2,075	2,512	0	4,587	1,602	2,985		4,587	1,544	3,043	
EMPLOYEE SERVICES - A													
SUPPLIES & MATERIALS	1205016-000-700001-000	375	149	226		375		375		375		375	
NEWSP/SUBSCRIPTIONS	1205016-000-700070-000	50	72	-22	Pre-Paid; Being Expensed -	50	72	-22	Pre-Paid; Being	50	242	-192	Pre-Paid; Being Expensed -
TRANSP. & PER DIEM	1205016-000-701000-000	234	0	234		234		234		234		234	
MILEAGE EXPENSE	1205016-000-701001-000	22	0	22		22		22		22		22	
OUTSIDE SERVICES	1205016-000-702010-000	26	0	26		26		26		26		26	
EMPLOYEE INCENTIVE	1205016-000-705000-000	0	0	0		0	100	-100	For safety reasons	0	100	-100	For safety reasons employees are
TRAINING & EDUCATION	1205016-000-705010-000	69	0	69		69	93	-24	2 Oct certified	69	55	14	
I/T SUPPLIES & MATERIALS	1205016-000-750001-000	6	0	6		6		6		6		6	
I/T - PRINTING	1205016-000-750009-000	25	0	25		25		25		25	38	-13	Printing for forms utilized in department

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
TOTAL		807	221	586		807	265	543		807	434	373	
EMPLOYEE SERVICES - E													
MILEAGE EXPENSE	1205016-100-701001-000	19	0	19		19		19		19		19	
PROFESSIONAL FEES	1205016-100-702030-000	938	0	938		938		938		938		938	
I/T - PRINTING	1205016-100-750009-000	63	0	63		63		63		63		63	
TOTAL		1,019	0	1,019	0	1,019	0	1,019		1,826	434	1,392	
EMPLOYEE SERVICES - W													
SUPPLIES & MATERIALS	1205016-200-700001-000	375	300	75		375	6	369		375	8	367	
MILEAGE EXPENSE	1205016-200-701001-000	6	0	6		6		6		6		6	
OUTSIDE SERVICES	1205016-200-702010-000	250	350	-100	This is not an actual monthly	250	350	-100	This is not an actual	250	350	-100	This is not an actual monthly
CONSULTANT EXPENSE	1205016-200-702100-001	156	0	156		156		156		156		156	
REPAIRS/MAINT - EQUIPME	1205016-200-703100-200	16	0	16		16		16		16	85	-69	Scissor sharpening that happens occasionally
UNIFORMS	1205016-200-705001-000	8,750	5,271	3,479		8,750	3,318	5,432		8,750	8,685	65	
UNIFORM CLEANING	1205016-200-705001-100	156	0	156		156		156		156		156	
CUSTOMER INCENTIVE	1205016-200-705111-000	6	0	6		6		6		6		6	
CASH/OVER SHORT	1205016-200-709004-000	0	0	0		0		0		0		0	
I/T - PRINTING	1205016-200-750009-000	45	0	45		45		45		45	359	-314	Printing for forms and tickets utilized in department
TOTAL		9,761	5,921	3,840	0	9,761	3,674	6,087		9,761	9,487	273	
EMPLOYEE SERVICES - T													
TRAINING MATERIALS	1205016-300-700044-000	344	0	344		344		344		344		344	
NEWSP/SUBSCRIPTIONS	1205016-300-700070-000	44	75	-31	Our Survey Monkey	44	75	-31	Our Survey Monkey	44	75	-31	Our Survey Monkey subscriptions
DUES	1205016-300-700071-000	200	335	-135	The SHRM membership	200	-35	235		200	120	80	
BOOK PURCHASES	1205016-300-700072-000	31	0	31		31		31		31		31	

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
VIDEOS/COLLECTIONS	1205016-300-700074-000	31	0	31		31		31		31		31	
MILEAGE EXPENSE	1205016-300-701001-000	13	0	13		13		13		13		13	
CONSULTANT EXPENSE	1205016-300-702100-001	938	0	938		938		938		938		938	
TRAINING & EDUCATION	1205016-300-705010-000	0	0	0		0		0		0		0	
I/T - PRINTING	1205016-300-750009-000	831	539	292		831	927	-96	Mandated Key Watcher	831	1,223	-392	Mandated Key Watcher Training
I/T TRAINING/EDUCATION	1205016-300-755010-000	6	0	6		6		6		6		6	
TOTAL		2,437	949	1,488	0	2,437	967	1,470		2,437	1,418	1,019	
EMPLOYEE SERVICES - TR													
TRAINING MATERIALS	1205016-400-700044-000	6	0	6		6		6		6		6	
MILEAGE EXPENSE	1205016-400-701001-000	9	0	9		9		9		9		9	
I/T - PRINTING	1205016-400-750009-000	50	0	50		50		50		50		50	
TOTAL		66	0	66	0	66	0	66		2,503	1,418	1,085	
EMPLOYEE SERVICES - SA													
NEWSP/SUBSCRIPTIONS	1205016-500-700070-000	103	129	-27	Pre-Paid; Expense -	103	129	-27	Pre-Paid; Expense -	103	129	-27	Pre-Paid; Expense - Membership-
MILEAGE EXPENSE	1205016-500-701001-000	56	0	56		56	76	-20	Mileage expense	56	32	25	
I/T - PRINTING	1205016-500-750009-000	13	0	13		13		13		13		13	
TOTAL		171	129	42	0	171	205	-34		2,674	1,579	1,095	
EMPLOYEE SERVICES - PI													
NEWSP/SUBSCRIPTIONS	1205016-700-700070-000	47	46	1		47	46	1		47	211	-164	Yearly SHRM renewal, in order to have access to most current HR policies and procedures
MILEAGE EXPENSE	1205016-700-701001-000	63	0	63		63		63		63	47	15	
TOTAL		109	46	63	0	109	46	63		2,796	1,837	958	

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
CUSTODIAL													
SUPPLIES & MATERIALS	1205017-000-700001-000	17,750	20,187	-2,437	Custodial supplies based on	17,750	10,067	7,683		17,750	26,487	-8,737	Restocking of custodial cleaners,
MILEAGE EXPENSE	1205017-000-701001-000	13	0	13		13		13		13		13	
OUTSIDE SERVICES	1205017-000-702010-000	7,813	9,749	-1,937	Towels/Mats/Mops; this	7,813	4,340	3,473		7,813	16,000	-8,188	Novembers dumpster expense,
REPAIRS/MAINT - EQUIPME	1205017-000-703100-200	250	821	-571	invoices that were never paid	250	53	197		250	581	-331	season, repair hose and clips for
UNIFORMS	1205017-000-705001-000	13	0	13		13		13		13		13	
TRAINING & EDUCATION	1205017-000-705010-000	63	0	63		63		63		63	83	-21	Annual license for Electrical Inspector
MEETING EXPENSE	1205017-000-705301-000	31	0	31		31		31		31		31	
SUPPLIES & MATERIALS	1205017-303-700001-000	5,000	5,594	-594	Custodial supplies based on	5,000	4,439	561		5,000	8,635	-3,635	Restocking of custodial cleaners,
OFFICE SUPPLIES	1205017-303-700001-000	0	5,594	-5,594	Custodial supplies based on	0	24	-24	This will be reclassified to Supplies and		-24		
OUTSIDE SERVICES	1205017-303-702010-000	1,438	2,856	-1,419	Towels/Mats/Mops; this	1,438	1,536	-98	Started winter mat	1,438	5,744	-4,307	Started winter mat schedule for
REPAIRS/MAINT - EQUIPME	1205017-303-703100-200	63	0	63		63		63		63		63	
SUPPLIES & MATERIALS	1205017-304-700001-000	500	654	-154	Custodial supplies based on	500	543	-43	Cleaning supplies based	500	942	-442	Cleaning supplies based on
OUTSIDE SERVICES	1205017-304-702010-000	625	546	79		625	218	407		625	2,796	-2,171	Novembers dumpster expense,
SUPPLIES & MATERIALS	1205017-305-700001-000	844	1,322	-478	Custodial supplies based on	844	518	326		844	993	-150	Restocking of custodial cleaners,
OUTSIDE SERVICES	1205017-305-702010-000	938	706	232		938	392	545		938	1,547	-609	ARAMARK past due invoices
SUPPLIES & MATERIALS	1205017-321-700001-000	531	559	-28	Custodial supplies based on	531	283	248		531	961	-430	Restocking of custodial cleaners,
OUTSIDE SERVICES	1205017-321-702010-000	531	744	-213	Towels/Mats/Mops; this	531	344	187		531	853	-322	ARAMARK past due invoices
TOTAL		36,400	49,332	-12,932	0	36,400	22,757	13,643		18,650	39,112	-20,486	
MAINTENANCE													
SUPPLIES & MATERIALS	1205018-000-700001-000	13,125	8,885	4,240		13,125	8,321	4,804		13,125	22,143	-9,018	Salt stock up for winter, needed for safety of all customers and employees.
TRANSP. & PER DIEM	1205018-000-701000-000	56	0	56		56		56		56		56	
TRAVEL - MEALS	1205018-000-701000-300	0	0	0		0		0		0		0	
MILEAGE EXPENSE	1205018-000-701001-000	19	0	19		19		19		19		19	

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
OUTSIDE SERVICES	1205018-000-702010-000	2,125	2,897	-772	Quarterly Sprinkler	2,125	2,897	-772	Otis elevator &	2,125	4,022	-1,897	Otis elevator & escalator monthly
REPAIRS/MAINT-BLDGS & EQUIPMENT	1205018-000-703100-100	9,375	13,210	-3,835	Main Casino Surveillance area	9,375	652	8,723		9,375	4,784	4,591	
REPAIRS/MAINT - EQUIPMENT	1205018-000-703100-200	5,000	2,702	2,298		5,000	913	4,087		5,000	2,841	2,159	
UNIFORMS	1205018-000-705001-000	44	76	-32	Safety shoe reimbursement for	44		44		44		44	
TRAINING & EDUCATION	1205018-000-705010-000	194	0	194		194		194		194	85	109	
RENTAL USAGE	1205018-000-705202-000	94	156	-62		94	162	-68	Cylinder rental of oxygen	94	156	-62	Cylinder rental of oxygen & acetylene for torches based on usage
MEETING EXPENSE	1205018-000-705301-000	50	0	50		50		50		50		50	
LICENSE, CERT. FEES	1205018-000-705401-000	69	16	53		69	16	53		69	16	53	
INSURANCE	1205018-000-705500-000	180	261	-81	*Out of our control	180	261	-80	Submitted by Risk Mana	180	261	-80	Submitted by Risk Management to Oneida Casino
MISCELLANEOUS	1205018-000-705900-000	3	0	3		3		3		3		3	
I/T - PRINTING	1205018-000-750009-000	94	0	94		94	147	-53	Needed to restock work	94		94	
BUILDING REPAIR/MAINT-INT	1205018-000-753100-100	2,188	0	2,188		2,188		2,188		2,188		2,188	
EQUIP/REPAIR MAINT-INTR	1205018-000-753100-200	688	0	688		688		688		688		688	
I/T REPAIRS/MAINT - VEHICLE	1205018-000-753100-300	938	362	576		938		938		938	16	921	
VEHICLE EXP - GAS & OIL -	1205018-000-753101-000	1,875	2,662	-787	Oil changes and gas purchased	1,875	1,979	-104	Extra gas purchases due	1,875	2,001	-126	Extra gas purchases due to snow
SUPPLIES & MATERIALS	1205018-303-700001-000	506	1,552	-1,046	HVAC filters for this location	506	-906	-399	HVAC filter annual	506	693	-187	Filters for HVAC units, needed for
OUTSIDE SERVICES	1205018-303-702010-000	250	0	250		250		250		250	375	-125	Back-up generator inspection
REPAIRS/MAINT-BLDGS & EQUIPMENT	1205018-303-703100-100	1,875	290	1,585		1,875	361	1,514		1,875		1,875	
REPAIRS/MAINT - EQUIPMENT	1205018-303-703100-200	1,875	546	1,329		1,875	811	1,064		1,875	145	1,730	
BUILDING REPAIR/MAINT-INT	1205018-303-753100-100	0	0	0		0		0		0		0	
SUPPLIES & MATERIALS	1205018-304-700001-000	175	224	-49	HVAC filters for this location	175	601	-426	HVAC filter annual	175	-269	444	
OUTSIDE SERVICES	1205018-304-702010-000	344	0	344		344		344		344	375	-31	billing for Total Energies, typical
REPAIRS/MAINT-BLDGS & EQUIPMENT	1205018-304-703100-100	1,875	0	1,875		1,875	145	1,730		1,875	-599	2,474	
REPAIRS/MAINT - EQUIPMENT	1205018-304-703100-200	625	0	625		625		625		625	145	480	
BUILDING REPAIR/MAINT-INT	1205018-304-753100-100	0	0	0		0		0		0		0	

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
SUPPLIES & MATERIALS	1205018-305-700001-000	219	202	17		219	27	191		219	217	1	
OUTSIDE SERVICES	1205018-305-702010-000	406	0	406		406		406		406	375	31	
REPAIRS/MAINT-BLDGS & EQUIPMENT	1205018-305-703100-100	125	290	-165	HVAC filters/electrical for	125	145	-20	HVAC filter annual	125		125	
REPAIRS/MAINT - EQUIPMENT	1205018-305-703100-200	188	0	188		188		188		188	145	43	
BUILDING REPAIR/MAINT-REPAIRS	1205018-305-753100-100	0	0	0		0		0		0		0	
SUPPLIES & MATERIALS	1205018-321-700001-000	63	0	63		63		63		63		63	
OUTSIDE SERVICES	1205018-321-702010-000									0		0	
TOTAL		44,640	34,332	10,308	0	44,640	18,343	26,296		8,525	1,602	6,923	

PLAYER DEVELOPMENT -

SUPPLIES & MATERIALS	1205020-200-700001-000	606	0	-606		606	205	401		606	3,005	-2,399	Additional Players Club cards
DUES	1205020-200-700071-000	0	0	0		0		0		0		0	
MILEAGE EXPENSE	1205020-200-701001-000	19	0	19		19		19		19		19	
OUTSIDE SERVICES	1205020-200-702010-000	11,250	0	-11,250		11,250	12,811	-1,561	Fee's for gift card service	11,250	16,136	-4,886	Fee's for gift card services
PROMOTION/ITEMS	1205020-200-705100-000	8,156	25,030	-16,874	Purchase of SVM Mobile Gas	8,156	10,112	-1,955	Retail gas cards (point purchase)	8,156	22,002	-13,846	Retail gas cards (point purchase) is
PLAYERS CLUB REDEMPTION	1205020-200-705100-210	0	5,845	-5,845	Patrons can redeem points on	0		0		0		0	
TOUR BUS COUPONS	1205020-200-705101-200	0	0	0		0		0		0		0	
CUSTOMER INCENTIVE	1205020-200-705111-000	5,625	0	5,625		5,625		5,625		5,625	0	5,625	
CUSTOMER INCENTIVE-RATE	1205020-200-705111-100	11,363	0	11,363		11,363	6,824	4,538		11,363	7,639	3,724	
CUSTOMER INC-RAD PTS REDEMPTION	1205020-200-705111-101	0	0	0		0	7,692	-7,692	Point	0	5,518	-5,518	Point redemption/discount for
CUSTOMER INCENTIVE-LODGE	1205020-200-705111-300	0	3,523	-3,523	Budgeted in Customer Incentive	0	14,305	-14,305	Point	0	14,123	-14,123	Point redemption/discount for
CUSTOMER INC - LODGE POINTS	1205020-200-705111-301	0	603	-603	Budgeted in Customer Incentive	0	1,922	-1,922	Point	0	2,148	-2,148	Point redemption/discount for
CUSTOMER INC - REST POINTS	1205020-200-705111-401	0	0	0		0	7,565	-7,565	Point	0	6,697	-6,697	Point redemption/discount for
MISCELLANEOUS	1205020-200-705900-000	0	0	0		0		0		0		0	
CASH/OVER SHORT	1205020-200-709004-000	0	0	0		0		0		0	-320	320	
CREDIT CARD VARIANCE	1205020-200-709004-400	0	0	0		0	2,725	-2,725	Customer dispute on charge	0	-2,142	2,142	
I/T SUPPLIES & MATERIALS	1205020-200-750001-000	0	0	0		0		0		0		0	

DESCRIPTION	ACCOUNT NUMBER	Oct-14	Oct-14	Oct-14	EXPLANATION	Nov-14	Nov-14	Nov-14	EXPLANATION	Dec-14	Dec-14	Dec-14	EXPLANATION
		75% BUDGET	Actual Spend	Variance		75% BUDGET	Actual Spend	Variance		75% BUDGET	Actual Spend	Variance	
I/T - PRINTING	1205020-200-750009-000	3,125	0	3,125		3,125		3,125		3,125	1,408	1,717	
TOTAL		40,144	35,001	5,143	0	40,144	64,161	-24,017		39,519	73,209	-33,690	
PLAYER DEVELOPMENT													
SUPPLIES & MATERIALS	1205020-400-700001-000	156	20	136		156		156		156		156	
MILEAGE EXPENSE	1205020-400-701001-000	16		16		16		16		16		16	
OUTSIDE SERVICES	1205020-400-702010-000	1,165	599	566		1,165	1,408	-243	Services include Plants	1,165	258	908	
TRAINING & EDUCATION	1205020-400-705010-000	0		0		0		0		0		0	
PROMOTION/ITEMS	1205020-400-705100-000	9,000	41,233	-32,233		9,000	27,710	-18,710	Comps for gift cards, Pla	9,000	30,521	-21,521	Comps for gift cards, Player preference revenue generation
PROMOTIONAL COUPONS	1205020-400-705101-100	0		0		0		0		0		0	
SPONSORSHIPS	1205020-400-705110-100	625		625		625		625		625		625	
CUSTOMER INCENTIVE	1205020-400-705111-000	8,208	9,982	-1,774		8,208	11,598	-3,390	Comps for events, player	8,208	14,427	-6,220	Comps for events, player preference revenue generation
CUSTOMER INCENTIVE-RA	1205020-400-705111-100	42,025	41,566	459		42,025	47,611	-5,586	Comps for food, player p	42,025	49,569	-7,544	Comps for events, player preference revenue generation
CUSTOMER INCENTIVE-FR	1205020-400-705111-200	0	1,085	-1,085		0	1,100	-1,100	Comps for food, player p	0	1,100	-1,100	Comps for events, player preference revenue generation
CUSTOMER INC - RESTAUR	1205020-400-705111-400	0	17,643	-17,643		0	24,609	-24,609	Comps for food, player p	0	26,832	-26,832	Comps for events, player preference revenue generation
LICENSE, CERT, FEES	1205020-400-705401-000	7,132	12,232	-5,100		7,132	14,132	-7,000	Prepaid accounts for	7,132	12,232	-5,100	Prepaid accounts for Packer and
TOTAL		68,327	124,359	-56,033	0	68,327	128,167	-59,841		68,327	134,938	-66,612	
CASINO PROMOTIONS													
SUPPLIES & MATERIALS	1205021-000-700001-000	469	234	234		469	179	290		469	132	337	
NEWSP/SUBSCRIPTIONS	1205021-000-700070-000	55		55		55		55		55		55	
TRANSP. & PER DIEM	1205021-000-701000-000	241		241		241		241		241		241	
TRAVEL - AIRFARE	1205021-000-701000-100	0		0		0		0		0		0	
TRAVEL - LODGING	1205021-000-701000-200	0		0		0		0		0		0	

DESCRIPTION	ACCOUNT NUMBER	Oct-14	Oct-14	Oct-14	EXPLANATION	Nov-14	Nov-14	Nov-14	EXPLANATION	Dec-14	Dec-14	Dec-14	EXPLANATION
		75% BUDGET	Actual Spend	Variance		75% BUDGET	Actual Spend	Variance		75% BUDGET	Actual Spend	Variance	
TRAVEL - MEALS	1205021-000-701000-300	0		0		0		0		0		0	
MILEAGE EXPENSE	1205021-000-701001-000	9		9		9		9		9		9	
OUTSIDE SERVICES	1205021-000-702010-000	2,313		2,313		2,313		2,313		2,313		2,313	
MAINT-AGREEMENTS	1205021-000-703110-000	0		0		0		0		0		0	
PROMOTION/ITEMS	1205021-000-705100-000	9,656	500	9,156		9,656	3,510	6,146		9,656	7,094	2,563	
CUSTOMER INCENTIVE	1205021-000-705111-000	5,375	-135	5,510		5,375	135	5,240		5,375		5,375	
CUSTOMER INCENTIVE-RA	1205021-000-705111-100	17,563	351	17,211		17,563	22,078	-4,516	Point	17,563	72,419	-54,856	Point redemption/discount for
CUSTOMER INCENTIVE-LO	1205021-000-705111-300	0		0		0	79	-79	Point	0		0	
CUSTOMER INC - RESTAUR	1205021-000-705111-400	0	989	-989	Budgeted in Customer Incentiv	0	175	-175	Point	0		0	
I/T - PRINTING	1205021-000-750009-000	31,031	16,290	14,741		31,031	1,829	29,202		31,031		31,031	
I/T PROMOS/PROMO ITEMS	1205021-000-755100-000	469		469		469		469		469		469	
TOTAL		67,180	18,230	48,951	0	67,180	27,985	39,195		66,657	79,513	-12,856	
DIRECT MAIL													
CUSTOMER INCENTIVE	1205021-000-705111-000	0	-135	135		0	-135	135		0	383	-383	Coupon offer for food at restaurants (loyalty), Increase revenue
CUSTOMER INCENTIVE-RA	1205021-000-705111-100	0	351	-351	Coupon offer for food at restau	0	644	-644	Coupon offer for food at	0	394	-394	Coupon offer for food at restaurants (loyalty), Increase revenue
CUSTOMER INCENTIVE-LO	1205021-000-705111-300	0		0		0		0		0		0	
CUSTOMER INC - RESTAUR	1205021-000-705111-400	0	989	-989	Budgeted in Customer Incentiv	0	619	-619	Coupon offer for food at	0	980	-980	Coupon offer for food at restaurants (loyalty), Increase revenue
I/T - PRINTING	1205021-000-750009-000	0	16,290	-16,290	Coupon offer for food at restau	0	20,131	-20,131	Coupon offer for food at	0	70,791	-70,791	Coupon offer for food at restaurants (loyalty), Increase revenue
I/T PROMOS/PROMO ITEMS	1205021-000-755100-000	0		0		0		0		0		0	
TOTAL		0	17,495	-17,495	0	0	21,260	-21,260		0	72,547	-72,547	
LODGE													
SUPPLIES & MATERIALS	1205030-303-700001-000	2,625	1,009	1,616		2,625	3,243	-618	Purchased fryer for \$122	2,625	2,202	423	

DESCRIPTION	ACCOUNT NUMBER	Oct-14	Oct-14	Oct-14	EXPLANATION	Nov-14	Nov-14	Nov-14	EXPLANATION	Dec-14	Dec-14	Dec-14	EXPLANATION
		75% BUDGET	Actual Spend	Variance		75% BUDGET	Actual Spend	Variance		75% BUDGET	Actual Spend	Variance	
TRANSP. & PER DIEM	1205030-303-701000-000	5	0	5		5		5		5		5	
OUTSIDE SERVICES	1205030-303-702010-000	625	0	625		625		625		625		625	
REPAIRS/MAINT - EQUIPME	1205030-303-703100-200	325	612	-287	Micro maintenance, and ice ma	325	244	81		325	389	-64	Van's Fire and Safety needed to clean hood for safety reasons
UNIFORMS	1205030-303-705001-000	34	0	34		34		34		34		34	
TRAINING & EDUCATION	1205030-303-705010-000	0	0	0		0		0		0		0	
LICENSE, CERT, FEES	1205030-303-705401-000	125	0	125		125	100	25		125		125	
CASH/OVER SHORT	1205030-303-709004-000	0	28	-28	Over /Shorts happen	0	-19	19		0	23	-23	There are procedures in place as to
CREDIT CARD VARIANCE	1205030-303-709004-500	0	0	0		0		0		0		0	
CLAIM SETTLEMENT	1205030-303-709800-000	0	0	0		0		0		0		0	
I/T LICENSES & FEES	1205030-303-755401-000	6	100	-94	Food Safety License paid	6		6		6		6	
TOTAL		3,746	1,749	1,997	0	3,746	3,568	178		3,746	2,614	1,132	

BINGO

SUPPLIES & MATERIALS	1205040-201-700001-000	531		531		531		531		531	138	393	
TRANSP. & PER DIEM	1205040-201-701000-000	199	296	-97		199		199		199		199	
TRAVEL - MEALS	1205040-201-701000-300	0		0		0		0		0		0	
MILEAGE EXPENSE	1205040-201-701001-000	0		0		0		0		0		0	
REPAIRS/MAINT - EQUIPME	1205040-201-703100-200	63		63		63	-1,063	1,125		63	-1,063	1,125	
TRAINING & EDUCATION	1205040-201-705010-000	56		56		56		56		56		56	
PROMOTION/ITEMS	1205040-201-705100-000	5,672	1,309	4,363		5,672	701	4,970		5,672	861	4,811	
CUSTOMER INCENTIVE	1205040-201-705111-000	47	0	47		47		47		47		47	
CASH/OVER SHORT	1205040-201-709004-000	0		0		0	7	-7	On 11/11, there was a -	0	5,015	-5,015	There are procedures in place as to
BINGO VARIANCE	1205040-201-709004-400	0		0		0	713	-713	The Bingo variance	0	252	-252	There are procedures in place as to
CREDIT CARD VARIANCE	1205040-201-709004-500	0		0		0	414	-414	On 11/25 (pm session)	0		0	
I/T - PRINTING	1205040-201-750009-000	2,813	2,908	-96	Updated the game schedules	2,813	2,748	65		2,813	1,945	868	
I/T PROFESSIONAL FEES	1205040-201-752030-000	0		0		0		0		0		0	
TOTAL		9,381	4,513	4,868	0	9,381	3,520	5,860		9,381	7,148	2,233	

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
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TABLE GAMES													
SUPPLIES & MATERIALS													
CARD EXPENSE													
DICE EXPENSE													
SHIPPING & FREIGHT													
NEWSP/SUBSCRIPTIONS													
TRANSP. & PER DIEM													
PROFESSIONAL FEES													
REPAIRS/MAINT - EQUIPME													
TRAINING & EDUCATION													
CUSTOMER INCENTIVE-RA													
RENTAL USAGE													
GAMING EQUIPMENT LEAS													
I/T SUPPLIES & MATERIALS													
I/T - PRINTING													
TOTAL													

1205050-000-700001-000	406	675	-269	Ordered four layouts as	406		406			406	135	271	
1205050-000-700011-000	4,094	5,722	-1,628	Utilize 144 decks a day and,	4,094	5,351	-1,256	Unable to reduce expense	4,094	5,170	-1,076	Unable to reduce expense as cards	
1205050-000-700014-000	464	618	-154	Utilize 17 sleeves of dice a per	464	577	-113	Unable to reduce expense	464	569	-105	Unable to reduce expense as cards	
1205050-000-700019-000	81	0	81		81		81		81	110	-29		
1205050-000-700070-000	63	127	-65	Utilized to help employees	63	127	-64	Periodicals are ordered	63	127	-64	Periodicals are ordered on a annual	
1205050-000-701000-000	463	-620	1,083	G2E, reversing journal entry	463		463		463		463		
1205050-000-702030-000	469	0	469		469		469		469		469		
1205050-000-703100-200	563	166	397		563	166	397		563	166	397		
1205050-000-705010-000	0	0	0		0		0		0		0		
1205050-000-705111-100	0	0	0		0		0		0		0		
1205050-000-705202-000	1,250	13,254	-12,004	Shuffler are utilized for game	1,250	13,254	-12,004	Unable to reduce as	1,250	10,875	-9,625	Unable to reduce as annual	
1205050-000-705203-000	20,506	11,569	8,937		20,506	11,569	8,937		20,506	12,841	7,665		
1205050-000-750001-000	94	0	94		94		94		94		94		
1205050-000-750009-000	63	0	63		63		63		63		63		
TOTAL	28,514	31,511	-2,997	0	28,514	31,043	-2,528		28,514	29,993	-1,478		

POKER													
SUPPLIES & MATERIALS													
CARD EXPENSE													
SHIPPING & FREIGHT													
TRANSP. & PER DIEM													
CONSULTANT EXPENSE													
REPAIRS/MAINT - EQUIPME													
RENTAL USAGE													

1205053-000-700001-000	394	0	394		394		394			394		394	
1205053-000-700011-000	719	667	52		719	791	-72	Implemented an extra rot	719	558	161		
1205053-000-700019-000	0	0	0		0		0		0		0		
1205053-000-701000-000	84	0	84		84		84		84		84		
1205053-000-702100-001	0	0	0		0		0		0		0		
1205053-000-703100-200	0	0	0		0		0		0		0		
1205053-000-705202-000	2,790	3,720	-930	Game protection and increase	2,790		2,790		2,790	3,720	-930	Contractual obligation for the	

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
CASH/OVER SHORT	1205053-000-709004-000	0	-16	16		0	-15	15		0	-15	15	
I/T - PRINTING	1205053-000-750009-000	31	0	31		31		31		31		31	
TOTAL		4,018	4,371	-353	0	4,018	776	3,243		4,018	4,263	-245	
OTB													
SUPPLIES & MATERIALS	1205055-000-700001-000	438	51	387		438		438		438	395	43	
		300		300		300		300		300	418	-118	Interface fees based on amount of wagers on OTB from Sportstech
OUTSIDE SERVICES	1205055-000-702010-000												
REPAIRS/MAINT - EQUIPME	1205055-000-703100-200	344		344		344		344		344		344	
PROMOTION/ITEMS	1205055-000-705100-000	63		63		63		63		63		63	
PROMOTIONAL COUPONS	1205055-000-705101-100	0		0		0		0		0		0	
CUSTOMER INCENTIVE	1205055-000-705111-000	86		86		86		86		86		86	
RENTAL USAGE	1205055-000-705202-000	875		875		875	290	585		875		875	
I/T - PRINTING	1205055-000-750009-000	31		31		31		31		31		31	
OTB OPERATING FEE	1205055-301-702121-000	11,331		11,331		11,331	15,277	-3,946	This is based on bets that	11,331	9,653	1,678	
CASH/OVER SHORT	1205055-301-709004-000	0	-16	16		0	-3	3		0	-4	4	
TOTAL		13,468	35	13,433	0	13,468	15,565	-2,097	0	13,468		3,006	
SLOTS													
SUPPLIES & MATERIALS	1205060-000-700001-000	4,188	2,779	1,409		4,188	1,068	3,119		4,188	107	4,081	
TICKET PAPER	1205060-000-700002-000	11,266	0	11,266		11,266	12,888	-1,622	Ticket paper usage is	11,266	25,776	-14,510	Ticket paper usage is based on
SHIPPING & FREIGHT	1205060-000-700019-000	1,438	2,856	-1,418	No control over this cost.	1,438	395	1,043		1,438	1,360	77	
NEWSP/SUBSCRIPTIONS	1205060-000-700070-000	6	0	6		6		6		6		6	
TRANSP. & PER DIEM	1205060-000-701000-000	982	0	982		982		982		982		982	
TRAVEL - AIRFARE	1205060-000-701000-100	0		0		0		0		0		0	
TRAVEL - MEALS	1205060-000-701000-300	0		0		0		0		0		0	
TRAVEL - LODGING	1205060-000-701000-300	0	170	-170	Budgeted in TRANSP. & PER	0		0		0		0	

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
TRAVEL - TOLLS/PARKING	1205060-000-701000-430	0		0		0		0		0		0	
TRAVEL - TAXIS/SHUTTLES	1205060-000-701000-500	0		0		0		0		0		0	
TRAVEL - REGISTRATION	1205060-000-701000-600	0	713	-713	Budgeted in TRANSP. & PER	0		0		0		0	
MILEAGE EXPENSE	1205060-000-701001-000	938	878	60		938	1,001	-63	Slot Supervisors and	938	838	99	
PROFESSIONAL FEES	1205060-000-702030-000	0	0	0		0		0		0		0	
REPAIRS/MAINT - EQUIPMENT	1205060-000-703100-200	34,375	17,216	17,159		34,375	44,372	-9,997	The ordering of parts is	34,375	43,742	-9,367	The ordering of parts is necessary
REPAIRS/MAINT-SLOT MACHINES	1205060-000-703100-220	37,500	78,584	-41,084	IGT Conversion for APO-	37,500		37,500		37,500		37,500	
UNIFORMS	1205060-000-705001-000	50	50	0		50		50		50	32	18	
CUSTOMER INCENTIVE-REWARDS	1205060-000-705111-100	0		0		0		0		0		0	
RENTAL USAGE	1205060-000-705202-000	625	0	625		625	395	230		625	395	230	
INSURANCE	1205060-000-705500-000	86	162	-76	Based on Risk Management	86	162	-76	Submitted by Risk Mana	86	162	-76	Submitted by Risk Management to
I/T - PRINTING	1205060-000-750009-000	1,313	0	1,313		1,313		1,313		1,313		1,313	
I/T REPAIRS/MAINT - VEHICLE	1205060-000-753100-300	188	467	-280	Higher than anticipated	188		188		188	596	-409	
VEHICLE EXP - GAS & OIL	1205060-000-753101-000	563	675	-113	Gas, oil changes and etc. are	563	621	-59	Slot Supervisors and	563	478	85	
GAMING EQUIPMENT LEASE	1205060-300-705203-000	96,875	132,157	-35,282	Based on Slot Play	96,875	130,603	-33,728	This cost is based in	96,875	127,243	-30,368	This cost is based in part on
GAMING EQUIPMENT LEASE	1205060-301-705203-000	43,750	36,062	7,688		43,750	40,023	3,727		43,750	37,745	6,005	
GAMING EQUIPMENT LEASE	1205060-303-705203-000	56,250	83,076	-26,826	Based on Slot Play	56,250	84,131	-27,881	A small percentage of	56,250	73,596	-17,346	A small percentage of our gaming
RENT PAID TO SEVEN GENERATION	1205060-304-705201-000	31,300	41,733	-10,433	Due to contractual terms for O	31,300	41,733	-10,433	Lease paid to Seven Gen	31,300	41,733	-10,433	Lease paid to Seven Generation for the Travel Center
GAMING EQUIPMENT LEASE	1205060-304-705203-000	10,238	7,842	2,396		10,238	12,096	-1,859	A small percentage of	10,238	8,746	1,491	
GAMING EQUIPMENT LEASE	1205060-305-705203-000	10,238	13,950	-3,713	Based on Slot Play	10,238	13,500	-3,263	This cost is based in	10,238	13,500	-3,263	This cost is based in part on
CASH/OVER SHORT	1205060-305-709004-000	0	0	0		0		0		0		0	
I/T RENT EXPENSE	1205060-305-755201-000	6,134	8,178	-2,045	Due to contractual terms for HV	6,134	8,178	-2,045	Packerland One Stop leas	6,134	8,178	-2,045	Packerland One Stop lease agreement
GAMING EQUIPMENT LEASE	1205060-321-705203-000	0	13,950	-13,950	Based on Slot Play	0	6,300	-6,300	A small percentage of	0	6,300	-6,300	
I/T RENT EXPENSE	1205060-321-755201-000	0	8,178	-8,178	Due to contractual terms for HV	0	7,081	-7,081	Highway 54 lease agree	0	7,081	-7,081	
TOTAL		348,299	449,675	-101,376	0	348,299	404,547	-56,248	0	348,299	397,608	-49,309	0

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
TOTAL		1,637,413	1,826,258	-188,845		1,663,274	1,910,812	-247,537		1,309,289	1,562,822	-264,019	

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one): Report

Agenda item title (see instructions):

DPW continuing resolution closeout report

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

required reporting

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above): Bruce Danforth, Asst. Division Director/Development Operations

Name, Title / Dept. or Tribal Member

Additional signature (as needed):

Name, Title / Dept.

Additional signature (as needed):

Name, Title / Dept.

- 1) Save a copy of this form in a pdf format.
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Interoffice

MEMORANDUM

To: Oneida Business Committee
From: Bruce Danforth, Assistant Division Director Development Operations
Date: February 6, 2014
Subject: Close Out Reporting for Continuing Resolution 09-24-14-A

Oversight Reporting

DPW has maintained monthly spreadsheets for each business unit in order to monitor and assure compliance with the Continuing Resolution 09-27-14-A.

For the month of December, the overall DPW operating expenses were \$924,598 compared to the FY14 December budget of \$821,284. This resulted in a variance of \$103,314.

The following Business Units were able to achieve compliance with the 25% reduction in expenses as required in the Continuing Resolution 09-27-14-A for December.

Plumbing
Custodial
Automotive

The following Business Units were unable to achieve compliance with the 25% reduction in expenses as required in the Continuing Resolution 09-27-14-A for December.

BIA Roads Maintenance was \$66,542 over the targeted 25% reduction
Administration was \$16,057 over the targeted 25% reduction
Facilities was \$29,947 over the targeted 25% reduction
Groundskeeping was \$8,664 over the targeted 25% reduction

The business units were over due to the following main reasons:

Bulk Rock Road salt (1,244.81 tons) was purchased in December
Custodial Armark invoices were applied to Admin's Outside Services line in error. On 1/22/15 expenses were transferred to Custodial
Fleet vehicle repairs for v#9451 C.H.R. vehicle was involved in an accident with a deer. 1/15/15 received reimbursement
Annual alarm monitoring invoices paid in month of December

Emergency Plumbing Repairs (Internal expense)
 Overtime for snow removal
 Building demolition expenses
 Equipment repairs on loader and payloader
 Vehicle repairs to Groundskeeping Truck# 9400 and Truck# 9439

Operational Impacts of Resolution

Expenses:

Operational expenses such as supplies & materials, repairs & maintenance, and training were kept at a minimum. This resulted in some work requests being put on hold because they did not meet the health, safety, or regulatory requirements. These work requests will be reprioritized among all outstanding work requests for future completion. The priority during this period was to address preventative maintenance and emergency repairs keeping expenses at a minimum.

Hiring Freeze and Overtime:

Vacant positions were not filled. Personnel were temporarily reassigned to priority areas and created a backlog of work in some areas. Overtime was utilized only if absolutely necessary and typically was due to cover employees on vacation, snow removal, and emergency calls. In some cases, instead of replacing equipment there were temporary repairs made and now there will be a need to go back and readdress these temporary conditions.

Travel, Contracting, Donations, CIP:

There was no impact to DPW due to these constraints.

Recommendations

As a priority, address the factors in the budget process that are barriers to achieving an approved budget before the beginning of the fiscal year. This will eliminate the need for a continuing resolution, the communication necessary to implement it, and the operational impacts that result from it.

If reports are required, there should be a defined purpose for reporting, a process for evaluating and consolidating the information from all of the various reports, and a communication mechanism put in place to inform the business units how effective the resolution has been on a monthly basis. The reports were time-consuming and it was unclear what purpose they served.

Department of Public Works
December Oversight Report

DESCRIPTION	ACCOUNT NUMBER	2014 BUDGET	Monthly BUDGET	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance
5262*02 BIA Roads Maintenance						
TOTAL		70,000	5,833	4,375	70,917	-66,542

DESCRIPTION	ACCOUNT NUMBER	2014 BUDGET	Monthly BUDGET	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance
1207020 Plumbing						
TOTAL		763,661	63,638	58,787	54,989	3,798

DESCRIPTION	ACCOUNT NUMBER	2014 BUDGET	Monthly BUDGET	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance
4201010 DPW Administration						
TOTAL		721,544	60,129	59,271	75,328	-16,057

DESCRIPTION	ACCOUNT NUMBER	2014 BUDGET	Monthly BUDGET	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance
4201017 DPW Custodial						
TOTAL		3,434,147	286,179	273,936	260,678	13,258

DESCRIPTION	ACCOUNT NUMBER	2014 BUDGET	Monthly BUDGET	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance
4201040 DPW Facilities						
TOTAL		3,520,517	293,376	276,893	306,841	-29,947

DESCRIPTION	ACCOUNT NUMBER	2014 BUDGET	Monthly BUDGET	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance
4201050 DPW Groundskeeping						
TOTAL		1,231,001	102,583	97,988	106,652	-8,664

DESCRIPTION	ACCOUNT NUMBER	2014 BUDGET	Monthly BUDGET	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance
4201060 DPW Automotive						
TOTAL		675,146	56,262	50,034	49,194	840

	BUDGET	ACTUAL	VARIANCE
TOTAL DPW	821,284	924,598	-103,314

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one): Report

Agenda item title (see instructions):

Accept Final Audit Memo for continuing resolution closeout report

Action requested (choose one)

Information only

Action - please describe:

1. Accept this memorandum and final report as information.

3. Justification

Why BC action is required (see instructions):

BC Resolution 09-24-14-B required continuing resolution exception reports and BC requested final closeout reports.

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Lisa Summers, Tribal Secretary

Requestor (if different from above):

Name, Title / Dept. or Tribal Member

Additional signature (as needed):

Name, Title / Dept.


Additional signature (as needed):

Name, Title / Dept.

1) Save a copy of this form in a pdf format.

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INTEROFFICE MEMORANDUM

TO: ONEIDA BUSINESS COMMITTEE
FROM: LISA SUMMERS, TRIBAL SECRETARY 
SUBJECT: FINAL CONTINUING RESOLUTION CLOSEOUT REPORTS
DATE: MARCH 3, 2015

Background

BC Resolution 09-24-14-B required exceptions to the resolution be reported to the Business Committee. With the approval of the FY-2015 Budget on January 19, 2015, final continuing resolution reports needed to be submitted.

On the January 28, 2015, the Business Committee directed all Direct Reports and Non-Divisional areas, including the Judiciary and all Boards, Committees and Commissions, to submit final closeout reports. Those final reports were to include the following:

1. The operation impacts of the continuing resolution,
2. Any information pertaining to the exceptions that were made, and
3. Any recommendations moving forward on how to improve the continuing resolution process.

Attached is a final report that indicates the reports which were submitted.

Requested Action

1. Accept this memorandum and final report as information.

Continuing resolution closeout reports - 2015

Area	Name	Date report on BC agenda
<u>Appointed BCC</u>	AJRCCC	<i>no report submitted</i>
	Arts Board	<i>no report submitted</i>
	Child Protective Board	2/11/2014
	ERB Board	2/11/2014
	Library Board	not notified
	ONVAC	2/11/2014
	Personnel Commission	2/25/2014
	Police Commission	<i>no report submitted</i>
	Pow Wow Committee	<i>no report submitted</i>
	SEOTS	<i>no report submitted</i>
<u>Division</u>	Comprehensive Health	2/11/2014
	Development	<i>no report submitted</i>
	Development Operations	3/11/2014
	Environmental Health & Safety	2/11/2014
	Gaming	3/11/2014
	Governmental Services	<i>no report submitted</i>
	Internal Services	2/11/2014
	Land Management	<i>no report submitted</i>
	Retail Enterprise	2/25/2014
	<u>Elected BCC</u>	Election Board
Gaming Commission		3/11/2014
Land Claims Commission		<i>no report submitted</i>
Land Commission		<i>no report submitted</i>
ONCOA		2/11/2014
School Board		<i>no report submitted</i>
Trust/Enrollment		2/25/2014
<u>Judicial System</u>	Appeals	<i>no report submitted</i>
	Family Court	2/11/2014
	Judiciary	<i>no report submitted</i>
<u>Other Direct Reports</u>	Chief Counsel	not notified
	Emergency Management	<i>no report submitted</i>
	Finance	<i>no report submitted</i>
	Housing Authority	<i>no report submitted</i>
	HRD	2/25/2014
	Intergovernmental Affairs and Communications	<i>no report submitted</i>
	Internal Audit	2/11/2014
	Ombudsman	<i>no report submitted</i>
	Organizational Development	2/25/2014
	Records	<i>no report submitted</i>
	Self-Governance	<i>no report submitted</i>
	Utilities	not notified
Totals:	41	17

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

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Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

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Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):


Requestor (if different from above):

Additional signature (as needed):

Additional signature (as needed):

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TO: ONEIDA BUSINESS COMMITTEE
FROM: LISA SUMMERS, TRIBAL SECRETARY 
SUBJECT: FINAL CONTINUING RESOLUTION CLOSEOUT REPORTS
DATE: MARCH 3, 2015

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1. The operation impacts of the continuing resolution,
2. Any information pertaining to the exceptions that were made, and
3. Any recommendations moving forward on how to improve the continuing resolution process.

Requested Action

Delete the "Continuing Resolution Reports" section from the agenda.

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. 3.

2. 4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above): _____
Name, Title / Dept. or Tribal Member

Additional signature (as needed): _____
Name, Title / Dept.

Additional signature (as needed): _____
Name, Title / Dept.

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Oneida Tribe of Indians of Wisconsin

Legislative Reference Office

P.O. Box 365
 Oneida, WI 54155
 (920) 869-4376
 (800) 236-2214
<http://oneida-nsn.gov/LOC>



Committee Members

Brandon Stevens, Chairperson
 Tehassi Hill, Vice Chairperson
 Fawn Billie, Councilmember
 Jennifer Webster, Councilmember

LEGISLATIVE OPERATING COMMITTEE MEETING MINUTES

Business Committee Conference Room-2nd Floor Norbert Hill Center
 February 18, 2015 9:00 a.m.

PRESENT: Fawn Billie, Tehassi Hill, Brandon Stevens

EXCUSED: Jennifer Webster

OTHERS PRESENT: Candice Skenandore, Danelle Wilson, Taniquelle Thurner, Fawn Cottrell, Rae Skenandore, Lynn Franzmeier, Phil Wisneski, Michelle Mays

I. Call To Order and Approval of the Agenda

Brandon Stevens called the February 18, 2015 Legislative Operating Committee meeting to order at 9:00 a.m.

Motion by Tehassi Hill to approve the agenda; seconded by Fawn Billie. Motion carried unanimously.

II. Minutes to be approved

1. February 4, 2015 LOC Meeting Minutes

Motion by Tehassi Hill to approve the February 4, 2015 LOC Meeting Minutes; seconded by Fawn Billie. Motion carried unanimously.

III. Current Business

1. Investigative Leave Policy Amendments (00:56 –04:28)

Motion by Tehassi Hill to defer the Investigative Leave Policy Amendments for a legislative analysis and a fiscal impact statement; seconded by Fawn Billie. Motion carried unanimously.

2. Removal Law Amendments (04:39 –10:56)

Motion by Fawn Billie defer the Removal Law Amendments for a legislative analysis and a fiscal impact statement; seconded by Tehassi Hill. Motion carried unanimously.

3. Environmental, Health and Safety Law (11:00 –13:56)

Motion by Tehassi Hill to defer the Environmental, Health and Safety Law to the sponsor's office for further review and re-drafting; seconded by Fawn Billie. Motion carried unanimously.

IV. New Submissions

1. Administrative Procedures Act Emergency Amendments (14:00 – 19:46)

Motion by Tehassi Hill to approve the resolution and forward to the Oneida Business Committee for consideration of adoption; seconded by Fawn Billie. Motion carried unanimously.

2. Appeals Commission References Removal (19:53 – 22:34)

Motion by Tehassi Hill to approve the resolution and forward to the Oneida Business Committee for consideration of adoption; seconded by Fawn Billie. Motion carried unanimously.

V. Additions

VI. Administrative Updates

1. LOC Sponsor List (22:40 – 29:00)

Motion by Tehassi Hill to accept the LOC Sponsor List as FYI; seconded by Fawn Billie. Motion carried unanimously.

VII. Executive Session

VIII. Recess/Adjourn

Motion by Fawn Billie to adjourn the February 18, 2015 Legislative Operating Committee Meeting at 9:29 a.m.; seconded by Tehassi Hill. Motion carried unanimously.

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 3 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above):

Additional signature (as needed):

Additional signature (as needed):

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Oneida Tribe of Indians of Wisconsin

Legislative Reference Office

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Committee Members

Brandon Stevens, Chairperson
Tehassi Hill, Vice Chairperson
Fawn Billie, Councilmember
Jennifer Webster, Councilmember

LEGISLATIVE OPERATING COMMITTEE MEETING MINUTES

Business Committee Conference Room-2nd Floor Norbert Hill Center

March 4, 2015 9:00 a.m.

PRESENT: Fawn Billie, Tehassi Hill, Brandon Stevens, Jennifer Webster

OTHERS PRESENT: Candice Skenandore, Danelle Wilson, Taniquelle Thurner, Fawn Cottrell, Rae Skenandore, Lynn Franzmeier, Rebecca Webster, JoAnne House, Matt Denny, RC Metoxen, Tim Skenandore

I. Call To Order and Approval of the Agenda

Tehassi Hill called the March 4, 2015 Legislative Operating Committee meeting to order at 9:06 a.m.

Motion by Fawn Billie to approve the agenda with the change that the Real Property Law Amendments will be discussed after the Leasing Law; seconded by Jennifer Webster. Motion carried unanimously.

II. Minutes to be approved

1. February 18, 2015 LOC Meeting Minutes

Motion by Fawn Billie to approve the February 18, 2015 LOC Meeting Minutes; seconded by Tehassi Hill. Motion carried with Jennifer Webster abstaining.

Brandon Stevens arrived at 9:07 a.m.

III. Current Business

1. Leasing Law (01:47 –28:33)

Motion by Jennifer Webster to delete lines 209 through 225 and lines 231 through 245 from the legislative analysis and forward the Leasing Law to an April 2, 2015 public meeting; seconded by Fawn Billie. Motion carried unanimously.

Noted for the Record: the considerations highlighted in the legislative analysis have been addressed by the LOC.

2. Marriage Law Amendments (30:02-32:49)

Motion by Jennifer Webster to forward the Marriage Law Amendments to an April 2, 2015 public meeting; seconded by Fawn Billie. Motion carried unanimously.

3. Rules of Appellate Procedure Amendments (32:50-33:53)

Motion by Fawn Billie to forward the Rules of Appellate Procedure Amendments to the Oneida Business Committee for consideration; seconded by Tehassi Hill. Motion carried unanimously.

4. Furlough Policy (33:57-35:20)

Motion by Jennifer Webster to accept the Furlough Policy public meeting comments and defer those comments to an LOC work meeting to be held immediately following the completion of this LOC meeting, seconded by Fawn Billie. Motion carried unanimously.

IV. New Submissions

1. Real Property Law Amendments (28:33-29:58)

Motion by Tehassi Hill to add the Real Property Law Amendments to the active files list with himself as the sponsor; seconded by Jennifer Webster. Motion carried unanimously.

Motion by Tehassi Hill to forward the Real Property Law Amendments to an April 2, 2015 public meeting, seconded by Jennifer Webster. Motion carried unanimously.

V. Additions

VI. Administrative Updates

1. LOC Priority List (35:23-37:42)

Motion by Jennifer Webster to accept the LOC Priority List as FYI; seconded by Fawn Billie. Motion carried unanimously.

2. LOC Update for March 28 GTC (37:42-38:40)

Motion by Jennifer Webster to retroactively approve the February 25, 2015 Legislative Operating Committee Update memorandum to GTC, seconded by Tehassi Hill. Motion carried unanimously.

VII. Executive Session

VIII. Recess/Adjourn

Motion by Fawn Billie to adjourn the March 4, 2015 Legislative Operating Committee Meeting at 9:45 a.m.; seconded by Jennifer Webster. Motion carried unanimously.

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 3 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. 3.

2. 4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above): _____
Name, Title / Dept. or Tribal Member

Additional signature (as needed): _____
Name, Title / Dept.

Additional signature (as needed): _____
Name, Title / Dept.

- 1) Save a copy of this form in a pdf format.
- 2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

Oneida Tribe of Indians of Wisconsin

Legislative Reference Office

P.O. Box 365

Oneida, WI 54155

(920) 869-4376

(800) 236-2214

<http://oneida-nsn.gov/LOC>



Committee Members

Brandon Stevens, Chairperson

Tehassi Hill, Vice Chairperson

Fawn Billie, Councilmember

Jennifer Webster, Councilmember

Quarterly Report Legislative Operating Committee January 2015

1. Purpose and Mission

The purpose and mission of the Legislative Operating Committee (LOC) is to enhance the policymaking capability of the Oneida Business Committee (OBC) and the General Tribal Council (GTC) by drafting laws and policies and reviewing past and current laws, policies and regulations of the Oneida Tribe.

A legislative analysis is completed for proposed laws, policies, regulations, bylaws and amendments. Public meetings are facilitated by the LOC in accordance with the Legislative Procedures Act (LPA). A Resolution and Statement of Effect are prepared for all legislation that is presented for final adoption which is submitted to the OBC and/or GTC for approval.

2. Members

The LOC is comprised of the five council members of the OBC: Brandon Stevens (Chair), Tehassi Hill (Vice-Chair), Jennifer Webster, Fawn Billie, and there is currently one vacant seat.

3. Contact Information

The LOC office is located on the second floor in the Norbert Hill Center. For more information, please contact Lynn Franzmeier, Staff Attorney for the Legislative Reference Office (LRO) at (920) 869-4417 or e-mail LOC@oneidanation.org.

4. Meetings

The LOC meets on the first and third Wednesday of every month. The LOC meetings are held in the Norbert Hill Center-2nd Floor, Business Committee Conference Room and begin at 9:00 a.m.

5. Prioritization

The LOC continuously reviews the proposals on our Active Files List (AFL). Priorities will be identified based on GTC Directive, OBC Directive and by LOC agreement/consensus.

6. Summary

During this reporting period (October, November, and December 2014), the LOC added ten legislative items to the Active Files List and completed 3 legislative items, bringing the total number of legislative items on the Active Files List to 33. The LOC also completed processing legislative analyses for two GTC petitions, and held one Public meeting.

Items Added to the Active Files List

New Legislation. The following items were added to the AFL during this reporting period:

- **Agricultural Law** - This is a proposal for the Tribe to consider legislation that would enable the Tribe to identify agricultural products that can be grown on the Reservation, including industrial hemp, in order to exercise the Tribe's sovereignty and pursue economic diversification.
- **OBC Sanctions Policy** - This item is a proposal for a consistent process that would provide for members of the OBC to face sanctions for misconduct. Currently, the only penalty that OBC members are subject to is removal from office.
- **Environmental, Health and Safety Law** - This is a new Law that will enable the Environmental, Health and Safety Department (EHSD) to protect land, water, air, people and safety on the Reservation. The proposal also authorizes EHSD to protect the Reservation, promote public health & safety and do business on the Reservation, and to perform duties such as creating rules in implementing this Law.
- **Furlough Policy** – Last term, the OBC adopted a Furlough Policy on an emergency basis, but that emergency adoption/extension expired on October 15, 2014. On October 8, 2014, the OBC directed the LOC to continue processing a furlough policy for permanent adoption.
- **Higher Education.** The OBC directed the LOC to look at codifying the rules created by the Higher Education Office, which currently govern how Higher Ed disburses higher education funding in accordance with GTC directives.

Amendments to Existing Legislation. The following items are proposals to amend existing legislation, which were formally added to the AFL during this reporting period:

- **Investigative Leave Policy Amendments.** Amendments to the Investigative Leave Policy were requested to delete a section of the Policy which prohibits the use of investigative leave when a complaint is filed. While the original intent of the section was to prohibit the use of investigative leave when one employee files a complaint against another, as defined under the Personnel Policies and Procedures, a decision by the Oneida Appeals Commission has interpreted the Policy to apply anytime the term “complaint” is used in an investigation. This could prohibit a supervisor from taking action to protect the Tribe in cases of misappropriation if inappropriate activities are identified based on a complaint arising out of a disciplinary or complaint process. The amendments would also reduce the time period of the investigation from 30 days to 15 days.
- **Marriage Law Amendments.** Amendments were proposed after the U.S. Supreme Court declined to overrule a Federal court's finding that Wisconsin's same-sex marriage ban is unconstitutional. Questions were raised since the Tribe's Marriage Law does not allow for same-sex marriage and would not recognize a marriage conducted legally in Wisconsin.
- **Motor Vehicle Law Amendments.** Amendments were proposed by the Licensing Department that would remove the registration prices from the Law so they could be changed without amending the Law. Additional changes are requested that would just generally update the Law, which has not been updated since 1999.
- **Removal Law Amendments.** These amendments would enable the OBC to remove elected members of boards, committees and commissions upon petition or request by the board, committee or commission. The proposed changes would not amend the process for removing an OBC member.

Bylaws. During this reporting period, the LOC added one request to amend bylaws to the Active Files List - The Pow-wow Committee has requested changes to their bylaws which add qualifications for serving on the committee. First preference would be given to enrolled Oneida members, with second preference to members of any official federally recognized Tribe. The qualifications would also be revised so that Committee members must have experience coordinating events. Additional amendments require Committee members to follow the Tribe's Code of Ethics and identify meeting attendance requirements and authorize the entity to recommend termination of appointment for any member who fails to follow the attendance requirements.

Completed Items

Completed Legislative Items. The following items were completed during the quarter and removed from the Active Files List:

- **Judiciary Law Emergency Amendments.** Emergency amendments to the Judiciary Law were requested in order to reduce the number of Trial Court Judges by one and add an additional Family Court Judge in order to reduce the current case load in the Family Court. On October 28, 2014 the OBC held a Special OBC Meeting, and adopted a Resolution amending GTC-01-07-13-B - Regarding Case Acceptance by the Oneida Appeals Commission as Authorized by the GTC, as well as three resolutions amending the implementation date set out in the adopting Resolutions for the Rules of Civil Procedure, Rules of Appellate Procedure, and Rules of Evidence.
- **Oneida Nation Gaming Ordinance Emergency Amendments.** After minor amendments were made to ONGO to replace references to the Oneida Appeals Commission with references to the Judiciary, the adopted amendments were submitted to National Indian Gaming Commission for approval. NIGC returned the proposed amendments with three additional amendments that need to be made, and set a deadline of October 21, 2014 for compliance. The OBC adopted emergency amendments incorporating those changes on October 8, 2014.
- **Public Use of Tribal Land Law Amendments.** The Public Use of Tribal Land Law was initially adopted by the OBC on May 15, 2014, but emergency amendments were adopted on July 23, 2014 in order to allow Tribal employees who are not Tribal members, and non-Tribal contractors to access some land that the Law designated as restricted to Tribal members only. The OBC adopted permanent amendments to the Law on December 10, 2014.

Completed Administrative Items. The following items were completed during the quarter:

- **Petition: Create a Support System for Tribal Members Engaged with Oneida Judiciary.** This is a request that the Tribe "Create a support system of paralegals, advocates, and attorneys to assist and advocate for Oneida Enrolled Tribal members that are engaged in any case with the Oneida Judiciary." The OBC accepted the legislative analysis on this item on November 26, 2014.
- **Petition: Constitution Amendments in regards to Membership.** This was a petition submitted by Michelle Danforth to change the Oneida Constitution and Bylaws in regards to membership. The OBC accepted the legislative analysis for this item on October 22, 2014.

Public Meetings

The LOC held one Public Meeting this quarter. The meeting was held on November 6, 2014, for the Public Use of Tribal Land amendments.

Emergency Resolutions

BC Resolution 09-24-14-P

Expires: 03-24-15

Extension of Emergency Amendments to the Judiciary Law/Transition Plan

Emergency amendments to the Law and Transition plan revise the number of judges, in order to meet the staffing needs of the new Family Court.

BC Resolution 09-24-14-Q

Expires: 03-24-15

Emergency Amendments to the Personnel Policies and Procedures regarding Job Duties and Reassignments

Amendments revise the current requirements relating to job duties for Tribal employees, enabling employees to be utilized to perform job duties outside of their regular assignments, with the intent that this be a short-term cost-saving measure.

BC Resolution 10-08-14-C

Expires: 04-08-15

Oneida Nation Gaming Ordinance Emergency Amendments

Emergency amendments were sought to amend the Law to ensure compliance with NIGC requirements. After minor amendments were made to ONGO to replace references to the Oneida Appeals Commission with references to the Judiciary, the adopted amendments were submitted to National Indian Gaming Commission for approval. NIGC returned the proposed amendments with three additional amendments that need to be made, and set a deadline of October 21, 2014 for compliance. The emergency amendments were adopted by the OBC on October 8, 2014.

BC Resolution 12-19-14-A

Expires: 06-19-14

Rules of Appellate Procedure Emergency Amendments

In accordance with a GTC directive, on April 25, 2014 the OBC adopted Rules of Appellate Procedure to be implemented for the new Judiciary. Following their adoption, the Chief Appellate Judge requested amendments to the Rules to clarify definitions and include provisions that were inadvertently omitted; and also requested that the amendments be implemented before the new Judiciary begins accepting cases on January 5, 2015 in order to allow the Judiciary to operate under consistent rules.

Person responsible for this report and contact information: Brandon Stevens, Legislative Operating Committee Chair. Phone: (920) 869-4378

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above):

Additional signature (as needed):

Additional signature (as needed):

1) Save a copy of this form in a pdf format.

2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org



Oneida Tribe of Indians of Wisconsin

Finance Administration

P.O. Box 365 • Oneida, WI 54155

Phone: 920- 869-4325

FAO@oneidanation.org

MEMORANDUM

To: Oneida Business Committee
Fr: Denise Vigue, Executive Assistant-Finance
Dt: **March 12, 2015**
Re: OBC Special E-Poll Results – FC Actions taken on 3/2/15 & 3/10/15

Due to the regular OBC meeting being canceled, the Treasurer has asked for an E-Poll of the OBC to approve several time sensitive items that were approved by the Finance Committee on 3/2/15 and through a FC E-poll on 3/10/15.

The items included are:

1. Tabled Business - Jezeski Accounting and Tax Services for the COPS program
2. Capital Expenditures – Purchase of Fifty slot machines
3. New Business – Purchase of Eighty Slot Conversions
4. New Business - Home Instead Senior Care for the COPS program (approved via e-poll)
5. FYI –Slot lease games –items 1 &2

Following is the results of the OBC Special E-poll:

E-POLL RESULTS:

There was a Majority – 5 YES votes from Melinda J. Danforth, Patricia King, Jennifer Webster, Fawn Billie, and Tehassi Hill to approve the actions taken by the Finance Committee on the five items listed above.

This concludes the OBC Special E-poll. The information will be placed on the next BC agenda of March 25, 2015 to ratify this E-Poll action and the next Finance Committee agenda of March 16, 2015 as an E-poll follow up.

Yaw/ko



ONEIDA FINANCE COMMITTEE

March 2, 2015

Business Committee Executive Conference Room

REGULAR MEETING MINUTES

Members Present:

Trish King, Treasurer/FC Chair

Jenny Webster, BC Council Member

Chad Fuss, Gaming AGGM

Larry Barton, CFO/FC Vice-Chair

Fawn Billie, BC Council Member

Wesley Martin, Jr., Community Elder Member

Members Excused: Patrick Stensloff, Purchasing Director

Others Present: Jeff Carlson, Elizabeth Somers, Mike Finn, Lloyd E. Powless, Jr., David Emerson, Sam VanDen Heuvel, Paul Witek and Denise Vigue, FC Recording Secretary

I. **Call to Order:** The Finance Committee meeting was called to order by the FC Chair at 10:00 a.m.

II. **Approval of the Agenda:** Motion by Jennifer Webster to approve the February 16, 2015 Finance Committee agenda with the following changes: move New Business item #8 and Community Fund items #8, #9, & #10 right after Tabled Business. Seconded by Wesley Martin, Jr. Motion carried unanimously.

III. **Approval of the Minutes:**

1. **February 16, 2015 (Approved via E-Poll on 02/17/15):**

Motion by Fawn Billie to ratify the E-poll action of Feb. 17, 2015 approving the Finance Committee meeting minutes of Feb. 16, 2015. Seconded by Jennifer Webster. Motion carried unanimously.

IV. **Tabled Business:**

1. **Jezeski Accounting & Tax Service**

Amount: \$433,000.00

David Larson, Community Options Program - OCHC

Motion by Fawn Billie to remove from the table for discussion. Seconded by Wesley Martin, Jr. Motion carried unanimously.

Jeff Carlson was present and provided handout of memo from Mr. Larson as well as copy of contract to FC member that asked for it at the previous meeting. There was discussion of services provided by vendor; committee discussion of needing to assess all current vendors to get as much value added for services and bidding out of services.

Motion by Wesley Martin Jr. to approve noting this to be bid out in September and the copy of contact provided is being placed in the file for reference. Seconded by Fawn Billie. Motion carried unanimously.

V. **Capital Expenditures:**

1. **Ainsworth (9) Slot Machines**

Amount: \$171,165.00

David Emerson, Gaming Slots Director

David Emerson was present to provide details; noting items #1, #2, & #4 under New Business are also capital expenditure-it will be corrected in the minutes. Speaking to all five requests David explained these are slot machines for this year under their allocated budget; some discussion of timing and discounts; inventory sales and difference between these purchases and lease games.

Motion by Wesley Martin Jr. to approve the Gaming Capital Expenditures for items 1-5 for fifty-five slot machines from the vendors identified and in the amounts specified. Seconded by Jennifer Webster. Motion carried unanimously.

- | | |
|--|------------------------------|
| <p>2. Komani (16) Slot Machines
David Emerson, Gaming Slots Director
See Capital Expenditures motion #1.</p> | <p>Amount: \$277,891.80.</p> |
| <p>3. Aristocrat (16) Slot Games
David Emerson, Gaming Slots Director
See Capital Expenditures motion #1.</p> | <p>Amount: \$285,936.00</p> |
| <p>4. WMS (6) Slot Games
David Emerson, Gaming Slots Director
See Capital Expenditures motion #1.</p> | <p>Amount: \$498,520.00.</p> |
| <p>5. Bally (8) Slot Games
David Emerson, Gaming Slots Director
See Capital Expenditures motion #1.</p> | <p>Amount: \$181,160.00</p> |

VI. New Business:

A. Internal Requests:

- | | |
|--|-----------------------------|
| <p>1. Slot Conversions- Aristocrat (25)</p> | <p>Amount: \$45,000.00.</p> |
| <p>Slot Conversions- GTECH (20)</p> | <p>Amount: \$57,600.00</p> |
| <p>Slot Conversions- WMS (35)</p> | <p>Amount: \$90,195.00</p> |
| <p>David Emerson, Gaming Slots Director</p> | |

David Emerson explained these conversions are for games being swapped out and new ones placed in current machines; the funding comes from their operating budget.

Motion by Jennifer Webster to approve the order for eighty Slot Conversions from the vendors identified in the amounts identified. Seconded by Larry Barton. Motion carried unanimously.

- 2. Supply Advance – Pow Wow Committee**
Lloyd Powless, Jr., PW Committee Chairman

Lloyd Powless, Jr. was present to discuss with the Committee the details of the supply advance request for the 4th of July Pow Wow including: breakout of costs, recruitment of volunteers, payouts, and the suggestion to offer cash cards rather than actual cash to some paid workers. Lloyd noted that costs for admission and booths will be going up and last year was their best year for revenue received.

Motion by Wesley Martin, Jr. to approve the supply advance for the Pow Wow Committee in the amount of \$96,950.000. Seconded by Larry Barton. Motion carried unanimously.

- 3. Howard Immel Contract-Park Upgrade Phase II**
Sam VanDen Heuvel, Project Manager, Engineering

Paul Witek and Sam VanDen Heuvel were present to discuss this phase II of the park(s) upgrade; this is the design work; next phase will be to bid out for actual upgrade work; included in the submitted packet was the bidder rating sheet as well as the timeline with overall costs of entire project; to avoid change orders some areas specified may have to wait. After further explaining the bidding of this phase it was recommended all bid information is placed on cover request sheet.

Motion by Larry Barton to approve the Howard Immel contract in the amount of \$69,800.00 for the design work for the Park(s) Upgrades. Seconded by Fawn Billie. Motion carried unanimously.

- 4. Northeast Asphalt – Change Order #1**
Michael Finn, TTP

Michael Finn was present to provide additional information on the Hillside project which has been completed. The change order is for the soft spots that needed additional fill, rock and labor; entire project including change order is covered under the Roads Program and is under budget

Motion by Jennifer Webster to approve Change Order #1 with Northeast Asphalt in the amount of \$3,018.01. Seconded by Chad Fuss. Motion carried unanimously.

5. Home Instead Senior Care

Amount: \$105,736.00

David Larson, COPS - OCHC

Item reviewed directly after Tabled Business. Jeff Carlson provided details of request: their current vendor has discontinued their services; this vendor will replace those services. The Committee members had some concerns regarding comments on legal review as well as if a request for a waiver of sovereign immunity to the BC is needed; Committee suggests backup on updated legal review and an explanation to address the waiver issue be forwarded to FC recording secretary so an E-Poll of the FC can be conducted.

Motion by Larry Barton to defer until additional information as discussed is received and if time sensitive an E-Poll of the Committee be conducted for approval. Seconded by Wesley Martin, Jr. Motion carried unanimously.

B. External Donation Requests:

1. Oneida Sobriety Group-Spring Conference

Requestor: Marilyn King

Wesley Martin, Jr. excused himself from this discussion. The Committee discussed the merits of the donation request.

Motion by Larry Barton to approve from the Finance Committee donation line \$5,000.00 to be used for the Spring Conference of the Oneida Sobriety Group. Seconded by Jennifer Webster. Motion carried unanimously.

2. Oneida Nation Longhouse –Cookhouse Repairs

Requestor: Apache Danforth

The requestor was unable to attend; Committee had questions of the costs of labor and if being done by tribal employees the tax implications as well as funds possibly received from another tribal program(s).

Motion by Larry Barton to approve from the Finance Committee donation line \$5,000.00 and stipulate in the check letter that none of the funds can be used for labor costs. Seconded by Fawn Billie. – After further discussion motioner and second withdrew motion.

Motion by Jennifer Webster to defer for two weeks for clarification of request and to determine if money for this project has been received by any other of the Tribal Program. Seconded by Wesley Martin, Jr. Motion carried unanimously.

3. Visions-Independent Film Project

Requestor: Audrey Geyer

There was discussion about the merits of the proposed project and if there is other more appropriate areas of the Tribe that can provide input to gain a definitive response of possible consideration.

Motion by Larry Barton to defer for two weeks and forward to Tourism and Joint Marketing for consideration and/or input. Seconded by Fawn Billie. Motion carried unanimously.

VII. Executive Session: No requests submitted

VIII. Community Fund:

1. Oneida Nation High School – Graduation

Motion by Fawn Billie to approve from the Community Fund 15 Cases of Coca-Cola Product for refreshments to be used at the Oneida Nation High School's Graduation Reception. Seconded by Larry Barton. Motion carried unanimously.

2. Oneida Nation High School – Prom

Motion by Larry Barton to approve from the Community Fund 15 Cases of Coca-Cola Product for refreshments to be used at the Oneida Nation High School's Prom. Seconded by Fawn Billie. Motion carried unanimously.

3. Oneida Relay-for-Life

Motion by Wesley Martin, Jr. to approve from the Community Fund 20 Cases of Coca-Cola Product to be used at the Oneida Relay-for-Life Community Event in July 2015. Seconded by Larry Barton. Motion carried unanimously.

4. Oneida Fourth of July Powwow

Motion by Jennifer Webster to approve from the Community Fund 100 Cases of Coca-Cola Product (water) to be used as part of the fundraising activities of the Powwow Committee at the Oneida Fourth of July Powwow. Seconded by Fawn Billie. Motion carried unanimously.

5. UWGB Rock Academy (summer camp) for son

Motion by Jennifer Webster to approve from the Community Fund the UWGB Summer Camp Rock Academy fees for son of requestor in the amount of \$469.00. Seconded by Larry Barton. Motion carried unanimously.

6. Wisconsin Blizzard participation fees for son

Motion by Fawn Billie to approve from the Community Fund the Wisconsin Blizzard Basketball participation fees for son of requestor in the amount of \$450.00. Seconded by Jennifer Webster. Motion carried unanimously.

7. YMCA Camp U-Nah-Li-Ya for daughter

Motion by Larry Barton to approve from the Community Fund the YMCA Camp U-Hah-Li-Ya fees for daughter of requestor in the amount of \$481.50. Seconded by Wesley Martin, Jr. Motion carried unanimously.

8. Oneida Cultural Enrichment Tour

Item reviewed directly after Tabled Business. Motion by Larry Barton to approve from the Community Fund the Oneida Cultural Enrichment Tour registration fees for this and the following two requests. Seconded by Jennifer Webster. Motion carried unanimously.

9. Oneida Cultural Enrichment Tour (son of requestor)

See item #8 for motion

10. Oneida Cultural Enrichment Tour (daughter of requestor)

See item #8 for motion

11. Freedom High School Band Trip to NY

Motion by Jennifer Webster to approve from the Community Fund the Freedom High School Band Trip to NY fees for daughter of requestor in the amount of \$500.00. Seconded by Fawn Billie. Motion carried unanimously.

IX. Follow Up: No follow up

X. For Your Information:

1. American Gaming Systems (AGS LLC) Lease Game

David Emerson, Gaming Slots Director

2. GTECH USA LLC (3) Lease Games @WMSC

David Emerson, Gaming Slots Director

Motion by Larry Barton to accept as FYI items 1 & 2. Seconded by Jennifer Webster. Motion carried unanimously.

- XI. Adjourn:** Motion by Jennifer Webster to adjourn. Seconded by Fawn Billie. Motion carried unanimously. Meeting ended at 11:25 a.m. The next Finance Committee meeting is scheduled for Monday, March 16, 2015 at 10:00 a.m. in the BC-Executive Conference Room.

Minutes taken and transcribed by:
Denise Vigue, Executive Assistant in Finance
& Finance Committee Recording Secretary

Finance Committee E-Poll Minutes Approval Date: March 3, 2015

Oneida Business Committee FC Minutes Approval Date: _____



Oneida Tribe of Indians of Wisconsin

Finance Administration

P.O. Box 365 • Oneida, WI 54155

Phone: 920- 869-4325

FAO@oneidanation.org

MEMORANDUM

To: Oneida Business Committee
Oneida Finance Committee

Fr: Denise Vigue, Executive Assistant-Finance

Dt: **March 10, 2015**

Re: E-Poll Results – Home Instead Senior Care

Finance Committee By-Laws excerpt:

Article III. Meetings

3-6. Voting

(c) Telephone and e-mail polls may be allowed by authority of the (Finance Committee) Chairperson. Polls must be sent to all Finance Committee members with a quorum responding.

On Mar. 7, 2015 the Office of the Treasurer approved an E-poll of the Finance Committee regarding a deferred item from the Mar. 2, 2015 Finance Committee agenda for Home Instead Senior Care. The E-poll was completed today.

E-POLL RESULTS:

There was a Majority - 4 YES votes from Chad Fuss, Fawn Billie, Jennifer Webster and

Patrick Stensloff to approve *The Home Instead Senior Care services with the Community*

Options Program in the amount of \$105,736.00.

This concludes the Finance Committee E-poll. The information will be placed on the next BC agenda of March 11, 2015 for approval and the next Finance Committee agenda of March 16, 2015 to ratify this E-Poll action.

Yaw/ko

ONEIDA LAW OFFICE*CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT*

TO: Maria J. Doxtator-Alfaro
Oneida Health Center

Use this number on future correspondence:

2015-0137

FROM: Kelly M. McAndrews, Staff Attorney *KMM*

DATE: March 4, 2015

RE: Home Instead Senior Care

Purchasing Department Use

_____ **Contract Approved**

_____ **Contract Not Approved**

(see attached explanation)

If you have any questions or comments regarding this review, please call 869-4327.

The *revised* attached agreement, contract, policy and/or guaranty has been reviewed by the Oneida Law Office for legal content only. Please note the following:

- ✓ The ATTACHED document is in appropriate legal form. (*Execution is a management decision.*)

Note:

It is my understanding there was a request to include information regarding required background check and bond in this agreement. I do not believe it necessary to add this for the following reasons:

- 1.) The issue of "background check" (Criminal history and patient abuse record search) and caregiver background checks is heavily regulated by the State of Wisconsin. Wis. Stat. § 50.065 and DHS Ch. 12 require the Department of Health and Human Services to maintain detailed record information on anyone seeking a license/ certificate/ registration, requires "entities" (Home Instead Senior Care meets the definition of "entity") to perform extensive record checks, and Comprehensive Health (by virtue of involvement in the COP program) is also required to perform extensive record checks. The law defines records required for a background check, contains a list of prohibited offenses, offers due process, and contains notification provision. Writing the legal requirements in the Agreement would be duplicitous, particularly as the Warranty section was amended to reflect the provider will "adhere to all applicable tribal, state, and federal requirements, laws, and/ or mandates, including but not limited to licensing and certificate requirements."
- 2.) The issue of bond appears addressed by Wis. Stat. § 49.45(2)(b)7, which reads, "The department may. . . require, as a condition of certification under par. (a)11., all providers of a specific service that is among those enumerated under. . . s. 49.47(6)(a). . . , as specified in this subdivision, to file with the department a surety bond issued by a surety company, licensed to do business in this state. . ." The State makes the determination whether bond is required and the amount appropriate for MA certified providers.

The note regarding the Tribe's bond requirement is vague, while the State makes determinations of when Bond is appropriate and what the bond amount is. Writing the

bond requirement in the Agreement would be duplicitous, particularly as the Warranty section was amended to reflect the provider will “adhere to all applicable tribal, state, and federal requirements, laws, and or mandates, including but not limited to licensing and certificate requirements.”

Additionally, a check of Home Instead Senior Care’s website indicates the caregivers and administrative are bonded, insured, and trained. I recommend obtaining a copy of the bond(s).

I am able to assist with drafting an Addendum containing the above, if necessary, however the background check statute and rules are extensive, and the State of Wisconsin already administers criteria for determining bond requirements for certified providers of MA. While the State’s determination is currently not known and the bond has not been submitted, the added sentence to the Warranty section clarifies the Tribe’s expectation that the provider follow the law.

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above):

Additional signature (as needed):

Additional signature (as needed):

1) Save a copy of this form in a pdf format.

2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org



Oneida Tribe of Indians of Wisconsin

Finance Administration Office

Phone: 920- 869-4325

FAO@oneidanation.org

MEMORANDUM

TO: Finance Committee
CC: Business Committee
FR: Denise Vigue, Executive Assistant
DT: March 3, 2015
RE: **E-Poll Results of: FC Meeting Minutes of March 2, 2015**

An E-Poll vote of the Finance Committee was conducted to approve the March 2, 2015 Finance Committee meeting minutes. The results of the completed E-Poll is as follows:

E-POLL RESULTS:

There was a Majority 5 YES votes from Larry Barton, Jennifer Webster, Chad Fuss, Fawn Billie and Wesley Martin, Jr. to approve the March 2, 2015 Finance Committee Meeting Minutes.

The minutes will be placed on the next BC agenda of March 11, 2015 for approval and the next Finance Committee agenda of March 16, 2015 to accept this E-Poll action.

YawAko



ONEIDA FINANCE COMMITTEE

March 2, 2015

Business Committee Executive Conference Room

REGULAR MEETING MINUTES

Members Present:

Trish King, Treasurer/FC Chair

Jenny Webster, BC Council Member

Chad Fuss, Gaming AGGM

Larry Barton, CFO/FC Vice-Chair

Fawn Billie, BC Council Member

Wesley Martin, Jr., Community Elder Member

Members Excused: Patrick Stensloff, Purchasing Director

Others Present: Jeff Carlson, Elizabeth Somers, Mike Finn, Lloyd E. Powless, Jr., David Emerson, Sam VanDen Heuvel, Paul Witek and Denise Vigue, FC Recording Secretary

I. Call to Order: The Finance Committee meeting was called to order by the FC Chair at 10:00 a.m.

II. Approval of the Agenda: Motion by Jennifer Webster to approve the February 16, 2015 Finance Committee agenda with the following changes: move New Business item #8 and Community Fund items #8, #9, & #10 right after Tabled Business. Seconded by Wesley Martin, Jr. Motion carried unanimously.

III. Approval of the Minutes:

1. February 16, 2015 (Approved via E-Poll on 02/17/15):

Motion by Fawn Billie to ratify the E-poll action of Feb. 17, 2015 approving the Finance Committee meeting minutes of Feb. 16, 2015. Seconded by Jennifer Webster. Motion carried unanimously.

IV. Tabled Business:

1. Jezeski Accounting & Tax Service Amount: \$433,000.00
David Larson, Community Options Program - OCHC

Motion by Fawn Billie to remove from the table for discussion. Seconded by Wesley Martin, Jr. Motion carried unanimously.

Jeff Carlson was present and provided handout of memo from Mr. Larson as well as copy of contract to FC member that asked for it at the previous meeting. There was discussion of services provided by vendor; committee discussion of needing to assess all current vendors to get as much value added for services and bidding out of services.

Motion by Wesley Martin Jr. to approve noting this to be bid out in September and the copy of contact provided is being placed in the file for reference. Seconded by Fawn Billie. Motion carried unanimously.

V. Capital Expenditures:

1. Ainsworth (9) Slot Machines Amount: \$171,165.00
David Emerson, Gaming Slots Director

David Emerson was present to provide details; noting items #1, #2, & #4 under New Business are also capital expenditure-it will be corrected in the minutes. Speaking to all five requests David explained these are slot machines for this year under their allocated budget; some discussion of timing and discounts; inventory sales and difference between these purchases and lease games.

Motion by Wesley Martin Jr. to approve the Gaming Capital Expenditures for items 1-5 for fifty-five slot machines from the vendors identified and in the amounts specified. Seconded by Jennifer Webster. Motion carried unanimously.

2. **Komani (16) Slot Machines** Amount: \$277,891.80.
David Emerson, Gaming Slots Director
See Capital Expenditures motion #1.
3. **Aristocrat (16) Slot Games** Amount: \$285,936.00
David Emerson, Gaming Slots Director
See Capital Expenditures motion #1.
4. **WMS (6) Slot Games** Amount: \$498,520.00.
David Emerson, Gaming Slots Director
See Capital Expenditures motion #1.
5. **Bally (8) Slot Games** Amount: \$181,160.00
David Emerson, Gaming Slots Director
See Capital Expenditures motion #1.

VI. New Business:

A. Internal Requests:

1. **Slot Conversions- Aristocrat (25)** Amount: \$45,000.00.
Slot Conversions- GTECH (20) Amount: \$57,600.00
Slot Conversions- WMS (35) Amount: \$90,195.00
David Emerson, Gaming Slots Director

David Emerson explained these conversions are for games being swapped out and new ones placed in current machines; the funding comes from their operating budget.

Motion by Jennifer Webster to approve the order for eighty Slot Conversions from the vendors identified in the amounts identified. Seconded by Larry Barton. Motion carried unanimously.

2. **Supply Advance – Pow Wow Committee**
Lloyd Powless, Jr., PW Committee Chairman

Lloyd Powless, Jr. was present to discuss with the Committee the details of the supply advance request for the 4th of July Pow Wow including: breakout of costs, recruitment of volunteers, payouts, and the suggestion to offer cash cards rather than actual cash to some paid workers. Lloyd noted that costs for admission and booths will be going up and last year was their best year for revenue received.

Motion by Wesley Martin, Jr. to approve the supply advance for the Pow Wow Committee in the amount of \$96,950.000. Seconded by Larry Barton. Motion carried unanimously.

3. **Howard Immel Contract-Park Upgrade Phase II**
Sam VanDen Heuvel, Project Manager, Engineering

Paul Witek and Sam VanDen Heuvel were present to discuss this phase II of the park(s) upgrade; this is the design work; next phase will be to bid out for actual upgrade work; included in the submitted packet was the bidder rating sheet as well as the timeline with overall costs of entire project; to avoid change orders some areas specified may have to wait. After further explaining the bidding of this phase it was recommended all bid information is placed on cover request sheet.

Motion by Larry Barton to approve the Howard Immel contract in the amount of \$69,800.00 for the design work for the Park(s) Upgrades. Seconded by Fawn Billie. Motion carried unanimously.

4. **Northeast Asphalt – Change Order #1**
Michael Finn, TTP

Michael Finn was present to provide additional information on the Hillside project which has been completed. The change order is for the soft spots that needed additional fill, rock and labor; entire project including change order is covered under the Roads Program and is under budget

Motion by Jennifer Webster to approve Change Order #1 with Northeast Asphalt in the amount of \$3,018.01. Seconded by Chad Fuss. Motion carried unanimously.

5. Home Instead Senior Care Amount: \$105,736.00
David Larson, COPS - OCHC

Item reviewed directly after Tabled Business. Jeff Carlson provided details of request: their current vendor has discontinued their services; this vendor will replace those services. The Committee members had some concerns regarding comments on legal review as well as if a request for a waiver of sovereign immunity to the BC is needed; Committee suggests backup on updated legal review and an explanation to address the waiver issue be forwarded to FC recording secretary so an E-Poll of the FC can be conducted.

Motion by Larry Barton to defer until additional information as discussed is received and if time sensitive an E-Poll of the Committee be conducted for approval. Seconded by Wesley Martin, Jr. Motion carried unanimously.

B. External Donation Requests:

1. Oneida Sobriety Group-Spring Conference
Requestor: Marilyn King

Wesley Martin, Jr. excused himself from this discussion. The Committee discussed the merits of the donation request.

Motion by Larry Barton to approve from the Finance Committee donation line \$5,000.00 to be used for the Spring Conference of the Oneida Sobriety Group. Seconded by Jennifer Webster. Motion carried unanimously.

2. Oneida Nation Longhouse –Cookhouse Repairs
Requestor: Apache Danforth

The requestor was unable to attend; Committee had questions of the costs of labor and if being done by tribal employees the tax implications as well as funds possibly received from another tribal program(s).

Motion by Larry Barton to approve from the Finance Committee donation line \$5,000.00 and stipulate in the check letter that none of the funds can be used for labor costs. Seconded by Fawn Billie. – After further discussion motioner and second withdrew motion.

Motion by Jennifer Webster to defer for two weeks for clarification of request and to determine if money for this project has been received by any other of the Tribal Program. Seconded by Wesley Martin, Jr. Motion carried unanimously.

3. Visions-Independent Film Project
Requestor: Audrey Geyer

There was discussion about the merits of the proposed project and if there is other more appropriate areas of the Tribe that can provide input to gain a definitive response of possible consideration.

Motion by Larry Barton to defer for two weeks and forward to Tourism and Joint Marketing for consideration and/or input. Seconded by Fawn Billie. Motion carried unanimously.

VII. Executive Session: No requests submitted

VIII. Community Fund:

1. Oneida Nation High School – Graduation

Motion by Fawn Billie to approve from the Community Fund 15 Cases of Coca-Cola Product for refreshments to be used at the Oneida Nation High School's Graduation Reception. Seconded by Larry Barton. Motion carried unanimously.

2. Oneida Nation High School – Prom

Motion by Larry Barton to approve from the Community Fund 15 Cases of Coca-Cola Product for refreshments to be used at the Oneida Nation High School's Prom. Seconded by Fawn Billie. Motion carried unanimously.

3. Oneida Relay-for-Life

Motion by Wesley Martin, Jr. to approve from the Community Fund 20 Cases of Coca-Cola Product to be used at the Oneida Relay-for-Life Community Event in July 2015. Seconded by Larry Barton. Motion carried unanimously.

4. Oneida Fourth of July Powwow

Motion by Jennifer Webster to approve from the Community Fund 100 Cases of Coca-Cola Product (water) to be used as part of the fundraising activities of the Powwow Committee at the Oneida Fourth of July Powwow. Seconded by Fawn Billie. Motion carried unanimously.

5. UWGB Rock Academy (summer camp) for son

Motion by Jennifer Webster to approve from the Community Fund the UWGB Summer Camp Rock Academy fees for son of requestor in the amount of \$469.00. Seconded by Larry Barton. Motion carried unanimously.

6. Wisconsin Blizzard participation fees for son

Motion by Fawn Billie to approve from the Community Fund the Wisconsin Blizzard Basketball participation fees for son of requestor in the amount of \$450.00. Seconded by Jennifer Webster. Motion carried unanimously.

7. YMCA Camp U-Nah-Li-Ya for daughter

Motion by Larry Barton to approve from the Community Fund the YMCA Camp U-Hah-Li-Ya fees for daughter of requestor in the amount of \$481.50. Seconded by Wesley Martin, Jr. Motion carried unanimously.

8. Oneida Cultural Enrichment Tour

Item reviewed directly after Tabled Business. Motion by Larry Barton to approve from the Community Fund the Oneida Cultural Enrichment Tour registration fees for this and the following two requests. Seconded by Jennifer Webster. Motion carried unanimously.

9. Oneida Cultural Enrichment Tour (son of requestor)

See item #8 for motion

10. Oneida Cultural Enrichment Tour (daughter of requestor)

See item #8 for motion

11. Freedom High School Band Trip to NY

Motion by Jennifer Webster to approve from the Community Fund the Freedom High School Band Trip to NY fees for daughter of requestor in the amount of \$500.00. Seconded by Fawn Billie. Motion carried unanimously.

IX. Follow Up: No follow up

X. For Your Information:

1. American Gaming Systems (AGS LLC) Lease Game

David Emerson, Gaming Slots Director

2. GTECH USA LLC (3) Lease Games @WMSC

David Emerson, Gaming Slots Director

Motion by Larry Barton to accept as FYI items 1 & 2. Seconded by Jennifer Webster. Motion carried unanimously.

- XI. Adjourn:** Motion by Jennifer Webster to adjourn. Seconded by Fawn Billie. Motion carried unanimously. Meeting ended at 11:25 a.m. The next Finance Committee meeting is scheduled for Monday, March 16, 2015 at 10:00 a.m. in the BC-Executive Conference Room.

Minutes taken and transcribed by:

Denise Vigue, Executive Assistant in Finance
& Finance Committee Recording Secretary

Finance Committee E-Poll Minutes Approval Date: March 3, 2015

Oneida Business Committee FC Minutes Approval Date: _____

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above):

Name, Title / Dept. or Tribal Member

Additional signature (as needed):

Name, Title / Dept.

Additional signature (as needed):

Name, Title / Dept.

- 1) Save a copy of this form in a pdf format.
- 2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

ONEIDA FINANCE COMMITTEE

March 16, 2015 – 10:00 A.M.

Business Committee Executive Conference Room

REGULAR MEETING MINUTES

Members Present:

Trish King, Treasurer/FC Chair

Jenny Webster, BC Council Member

Chad Fuss, Gaming AGGM

Wesley Martin, Jr., Community Elder Member

Larry Barton, CFO/FC Vice-Chair

Fawn Billie, BC Council Member

Patrick Stensloff, Purchasing Director

Others Present: Tim Zellmer, Connie Danforth, David Larson, Nola Feldkamp, Robert Keck, Pete King and Denise Vigue, FC Recording Secretary

- I. **Call to Order:** The meeting was called to order by the FC Chair at 10:00 A.M.
- II. **Approval of Agenda:** Motion by Chad Fuss to approve the March 16, 2015 Finance Committee agenda with New Business items A-3 & A-4 moved up after Tabled Business #1. Seconded by Fawn Billie. Motion carried unanimously.
- III. **Approval of Minutes:**
 1. **March 2, 2015 (approved via E-Poll on Mar. 3, 2015):**
Motion by Jennifer Webster to ratify the E-poll action of March 3, 2015 approving the Finance Committee meeting minutes of March 2, 2015. Seconded by Wesley Martin, Jr. Motion carried unanimously.
- IV. **Tabled Business:**
 1. **Home Instead Senior Care**
David Larson, COPS – OCHC
Motion by Jennifer Webster to remove from the table for discussion. Seconded by Chad Fuss. Motion carried unanimously.

There was an extensive discussion with David Larson regarding the State Family Care services, possible tribal waiver, legal certification process, the State budget; stipulations of current contract services and plans of Governor to eliminate 8 districts for State coverage that will combine all care services. Larry asked that in future contracts a narrative of all bid vendors be included for reference and comparison. This item previous approved by special e-poll of the Finance Committee and Business Committee.

Motion by Jennifer Webster to ratify FC and BC E-polls approving this item. Seconded by Fawn Billie. Motion carried unanimously.
 2. **Oneida Nation Longhouse –Cookhouse Repairs**
Requestor: Apache Danforth
Motion by Larry Barton to remove from the table for discussion. Seconded by Fawn Billie. Motion carried unanimously.

Updated information received from requestor stating no other tribal program has provided funding and any funds received can be used for other items (listed in e-mail) other than labor costs; a suggestion was to direct requestor to Gaming Employee Services to pick up employee discount booklet that could be used with future vendors as appropriate.

Motion by Wesley Martin, Jr. to approve \$5,000.00 from the Finance Committee donation line for the Oneida Nation Longhouse's cookhouse repairs and for no funds to be used for payment of labor. Seconded by Larry Barton. Motion carried unanimously.

3. Visions-Independent Film Project

Requestor: Audrey Geyer

Motion by Larry Barton to remove from the table for discussion. Seconded by Wesley Martin, Jr. Motion carried unanimously.

There was a discussion of the project and input received from internal departments regarding this donation; one question was if project does not raise enough money and does not happen is money returned?

Motion by Larry Barton to approve \$1,000.00 from the Finance Committee donation line for the Visions-Independent Film Project. Seconded by Jennifer Webster, Motion carried unanimously.

V. Capital Expenditures: No items submitted**VI. Casino Expansion Project:****1. Miron Construction-Draw #16 (Main Casino) & Draw #16-A (Mason St Casino)**

Chad Fuss explained there are some items that could not be performed until the spring such as the parking lot extension at Mason Street; there are also odds and ends such as IT expenditures; these are catch up payments; they are still about 5.2 million under budget and estimate will end up with about 3 million savings when all completed. It was asked that final figures be brought back as an FYI.

Motion by Jennifer Webster to approve Draw #16 to Miron Construction in the amount of \$237,790.80 for work at the Main Casino and approve Draw #16-A from Miron Construction in the amount of \$82,938.30 for work at the Mason Street Casino. Seconded by Wesley Martin, Jr. Motion carried unanimously.

2. Miron Construction Pre-Construction Services (Main) & Mason Street Casino

Motion by Larry Barton to approve pre-construction services at the Main Casino in the amount of \$37,020.00 and approve pre-construction services at the Mason Street Casino in the amount of \$31,480.00. Seconded by Fawn Billie. Motion carried unanimously.

VII. New Business:**A. Internal Requests:****1. Meadowbrook-Commercial Insurance Premium**

Item reviewed directly after Tabled Business. Robert Keck was present to explain insurance premium, this is a renewal of existing contract that is in its last year; RFP will go out next year; this is the complete liability package for the tribe and amount is budgeted. Larry Barton noted that since inception of this contract tribe has had a savings of about 5 million dollars.

Motion by Chad Fuss to approve the Meadowbrook Commercial Insurance premium for FY2015 in the amount of \$412,781.00. Seconded by Patrick Stensloff. Larry Barton abstained. Motion carried.

2. Meadowbrook-Excess Workers Comp Premium

Item reviewed directly after Tabled Business. The Committee discussed with Mr. Keck this annual premium payment and it was noted cost is budgeted in Fringe Benefit.

Motion by Jennifer Webster to approve the Meadowbrook Excess Workers Compensation premium for FY2015 in the amount of \$76,488.00. Seconded by Wesley Martin, Jr. Larry Barton abstained. Motion carried.

3 Valley Bay Therapies – PO Increase

Item reviewed directly after Tabled Business #1. Representatives from the Anna John Residential Community Care Center were present to discuss the increase; original request was to establish the account and at that time could not project revenue and expenses; increase is to cover increased costs and services with accepting from hospitals rehabilitation (from surgery) patients, their care/costs until they can go home; this provider offered best contract with the tribe with adjusted rates that is turned around by the AJRCCC to get payment from Medicare parts A & B with a cost saving revenue to the facility. Revenue stays within the AJRCCC and this increase will cover remainder of the year.

Motion by Chad Fuss to approve the Valley Bay Therapies Purchase Order increase of \$200,000.00. Seconded by Jennifer Webster. Motion carried unanimously.

4. HealthDirect FY15 Blanket PO

Item reviewed directly after Tabled Business #1. This was a previously approved service; at this time there is a change in ownership of the business and the blanket purchase order reflects that change; Larry also relayed that in his conversations with the Oneida Health Center Pharmacy they could not provide services without additional staff for 24/7 hours when needed and additional money for costs of prescriptions; it would be much cheaper to utilize this vendor /service.

Motion by Wesley Martin, Jr. to approve the HealthDirect Pharmaceutical Services, Inc., (noting new provider) purchase order in the amount of \$124,000.00. Seconded by Patrick Stensloff. Motion carried unanimously.

5. Bally Technologies-CMP system installation

Chad Fuss explained the three different components to the Bally system and this CMP system installation covers technology that is becoming obsolete and upgrading to work with new technology in new machines/system; this will avoid the slowdown of slots performance that is experienced by the customer; this is budgeted in Gaming's Capital Expenditures and costs include all travel and related costs for Bally Engineers to come onsite to perform upgrade to the system. There was extensive discussion of the costs and coordination of the upgrade. Chad noted that the amount is the estimate and in fact may even be lower depending on what they need to do when they get on sight. He welcomed all to come visit when the Bally representatives are in town. It was asked that final costs for installation be brought back as an FYI.

Motion by Jennifer Webster to approve the Bally Technologies contract for the CMP system installation in the corrected amount of \$421,148.00. Seconded by Larry Barton. Chad Fuss abstained. Motion carried.

B. External Donation Requests:

1. WIVA Oneida Chapter –Honor Banquet

Requestor: Daniel King

Larry Barton stated that there will be several requests from the veterans groups coming this spring and to be fair should provide nominal donation to be able to cover all requests coming in given the limited funds available.

Motion by Larry Barton to approve \$1,000.00 from the Finance Committee donation line to be used towards the WIVA Oneida Chapter-Honor Banquet. Seconded by Chad Fuss. Motion carried unanimously.

2. **ADD ON: Jude Schimmel Basketball Camp**

Requestor: Pete King

Pete King was present to discuss his request; this is a 1 day basketball camp for Oneida youth with Jude Schimmel; the Committee asked if he could provide vendor estimates for services and offered several suggested Oneida vendors he might use; it was also mentioned a written agreement with Ms. Schimmel is drawn up with help from the Law Office and that all items are forwarded to Finance for payment directly to vendors; again because of limited funds can provide some funding but requestor was asked to fundraise for the remaining amount.

Motion by Larry Barton to approve \$3,500.00 from the Finance Committee donation line with the understanding that Pete will do fundraising for other \$500.00 and that vendor estimates for T-Shirts and food are forwarded to Finance and he work with the Law Office on contract for Ms. Schimmel. Seconded by Chad Fuss. Motion carried unanimously.

3. **ADD ON: 10th Annual Red Shawl Gala**

Requestor: Lyle Ignace

Discussion on past participation with this event; helps to benefit Oneida and other Indian youth in the Milwaukee area; FC Chair noted that she has been working with requestor and there was a mix up with in-kind contribution with printing of invitations; with limited funds a nominal amount could be considered.

Motion by Larry Barton to approve \$1,000.00 from the Finance Committee donation line to be used towards the 10th Annual Red Shawl Gala event. Seconded by Jennifer Webster. Motion carried unanimously.

4. ADD ON: 33rd Annual Protecting Our Children Conference

Requestor: Justin Boro

Request was sent to Social Services but didn't receive a response; Wesley Martin, Jr. stated he was on the Oneida Indian Child Welfare Board and knew in the past this conference was attended, but cuts to the budget there has not been participation the past few years; this is one of the major conferences offered that provides valuable information.

Motion by Wesley Martin, Jr. to approve \$1,000.00 from the Finance Committee donation line to be used toward the 33rd Annual Protecting Our Children Conference. Seconded by Fawn Billie. Motion carried unanimously.

VIII. Executive Session: No items submitted

IX. Follow Up:

1. ADD ON: E-Polls of the FC & OBC

Both E-polls ratified under Tabled Business #1

Motion by Jennifer Webster to accept as FYI. Seconded by Wesley Martin, Jr. Motion carried unanimously.

X. FYI / Thank You: None

XI. Adjourn: Motion by Jennifer Webster to adjourn. Seconded by Fawn Billie. Motion carried unanimously.

Meeting ended at 11:20 A.M. The next Finance Committee meeting is scheduled for Monday, March 30, 2015 at 10:00 A.M. in the BC-Executive Conference Room.

Minutes taken and transcribed by:
Denise Vigue, Executive Assistant in Finance
& Finance Committee Recording Secretary

Finance Committee E-Poll Minutes Approval Date: March 17, 2015

Oneida Business Committee FC Minutes Approval Date: _____



Oneida Tribe of Indians of Wisconsin

Finance Administration Office

Phone: 920- 869-4325

FAO@oneidanation.org

MEMORANDUM

TO: Finance Committee
CC: Business Committee
FR: Denise Vigue, Executive Assistant
DT: March 17, 2015
RE: **E-Poll Results of: FC Meeting Minutes of March 16, 2015**

An E-Poll vote of the Finance Committee was conducted to approve the March 16, 2015 Finance Committee meeting minutes. The results of the completed E-Poll are as follows:

E-POLL RESULTS:

There was a Majority **6 YES** votes from Patrick Stensloff, Wesley Martin, Jr., Chad Fuss, Fawn Billie, Larry Barton and Jennifer Webster to approve the March 16, 2015 Finance Committee Meeting Minutes.

The minutes will be placed on the next BC agenda of March 25, 2015 for approval and the next Finance Committee agenda of March 30, 2015 to accept this E-Poll action.

YawĀko

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 3 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above):

Additional signature (as needed):

Additional signature (as needed):

- 1) Save a copy of this form in a pdf format.
- 2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org



To: Oneida Business Committee

From: Melinda Danforth, Vice-Chairwoman

Date: March 17, 2015

Re: Community Development Planning Committee (CDPC) Quarter I Report - October 2014 to December 2014

The Community Development Planning Committee (CDPC) started to meet unofficially in September 2014. The committee consists of five Business Committee members;

1. Melinda Danforth, CDPC Chair
2. Tehassi Hill, CDPC Vice-Chair
3. Lisa Summers, OBC Secretary
4. Jennifer Webster, OBC Councilwoman
5. Fawn Billie, OBC Councilwoman

During the months of September, October, and November 2014 the committee held multiple working sessions and accomplished the following:

- A. Created the purpose of CDPC: "To ensure the Land Use Plan, Comprehensive Plan, and Vision Oneida Plans are working in coordination with each other to improve the Oneida Tribal community and operations."
- B. Reviewed the previous committee's project document to determine which projects were inactive, active and/or needed follow-up.
- C. Adopted a new logo to identify the new CDPC.
- D. Created a project plan to determine how to move forward to learn the various documents and active projects. (attached)
- E. Created a new "draft" charter. (attached)
- F. Created a new agenda outline for future meetings. (attached)

In December 2014, the CDPC held its first official meeting. Over the next three months (January 2015 – March 2015), the CDPC agendas have mainly included reports from each of the identified “active” projects to learn their statuses and understand their needs and expectations of CDPC.



I. Call to Order and Roll Call

- | | |
|-------------------------------------|---------------------------------|
| ___ Melinda J. Danforth, CDPC Chair | ___ Lisa Summers, OBC Secretary |
| ___ Tehassi Hill, CDPC Vice Chair | ___ Fawn Billie, Councilwoman |
| ___ Jennifer Webster, Councilwoman | (P- present, A- Absent) |

II. Approve the agenda

III. Minutes to be approved

IV. Follow-ups/Directives

1. One Stop 54 Facility Monthly Report – Michele Doxtator
2. SEOTS Building Update -

V. New Business

1. Land Use Directive from OBC - Troy Parr
2. Community Recreation Facility Update – Melinda J. Danforth

VI. Reports

1. Facilities Management Team (FMT) Master Plan Update – Jacque Boyle
2. Oneida Community Integrated Food System (OCIFS) – Bill Ver Voort
3. Housing – Scott Denny
4. Development Division – Troy Parr
 - A. CIP Projects
 - B. Vision Oneida
 - C. Comprehensive Plan
 - D. Land Use

VII. Additions

- 1.
- 2.

VIII. Recess/Adjourn

IX. Executive Session

Community Development Planning Committee (CDPC)

DRAFT CHARTER

Committee Purpose:

To ensure that the Land Use Plan, Comprehensive Plan, and Vision Oneida Plans are working in coordination with each other to improve the Oneida Tribal community and operations.

Committee Scope:

1. Coordinate all policy matters relating to land use (agriculture, soil, water, conservation, residential) in cooperation with any interested governmental agency.
2. Act as the oversight committee for all business units, boards, committees, and commissions related to the areas of Environmental Health & Safety, Land Management, Development, Housing, Department of Public Works, and Transportation.
3. To ensure the plans are consistent with the Four Strategic Directions as determined by the OBC at the beginning of the 2014 term:
 - a. Advancing On^yote?a.ka Principles
 - b. Implementing “Good Governance” Processes
 - c. Committing to Build a Responsible Nation
 - d. Creating a Positive Organizational Culture
4. Represent any of these areas when legislative issues arise and to forward to the LOC as necessary.
5. Review the annual budget with regards to areas of policy oversight assigned to this committee and make recommendations to the OBC during the annual fiscal year budget process.
6. Act as the committee for the review of contracts with the US government or any agency thereof, contracts with the State of WI or any agency thereof.
7. Review long-range and short-range planning of Tribal-related capital improvement projects.
8. Develop, review and make recommendations to the Legislative Operating Committee on proposals for legislation and administrative rules on areas of policy oversight assigned to this committee.

9. Work with the CFO to include financial reports on any resolutions, policy, ordinance or proposal recommended by the CDPC prior to submitting to the LOC or OBC.
10. Address any other types of requests, concerns or considerations prior to addressing with the OBC.
11. Propose and/or recommend action to the OBC for review and approval.

Project Goals:

1. Not determined

Team Deliverables: (Outcomes, or what people will see)

The team will: (not determined)

- Establish
- Partner
- Create

Team Roles and Responsibilities:

- Attend scheduled meetings.
- Complete assignments within desired time frame.
- To be familiar with the three plans.
- To work as a team, collaborate, and assist as needed for each other.
- To clear roadblocks and seek opportunities.
- Attend Land Commission meetings to understand their goals and support their efforts.
- Drive the agenda to look at the big picture.

Meeting Protocols:

- Follow the formal agenda
- Dialogue can be informal after opening the meeting
- Meet in a table formation so everyone is at the same table.
- Motions can be made after dialogue is closed.
- Have regularly-scheduled meetings.

Team Members:

1. Melinda J. Danforth, CDPC Chair
2. Tehassi Hill, CDPC Vice-Chair
3. Lisa Summers, Tribal Secretary
4. Jennifer Webster, Councilwoman
5. Fawn Billie, Councilwoman

**Community Development Planning Committee
Planning Document
November 24, 2014**

CDPC – Meeting Standards with Participants

- Follow the formal agenda.
- Dialogue can be informal after opening the meeting.
- Meet in a circle formation – everyone at the same table.
- Motions can be made after dialogue is closed.
- Have regularly- scheduled meetings. (1st Thursday of each month)

CDPC Team – Actions to be taken

- Create letterhead (Agenda for 11/24/14)
- Get a tour from Maryjo Nash (Scheduled for 12/17/14)
- Create a charter
 - o Purpose
 - o Vision
 - o Team work
 - o Collaboration
 - o Clear roadblocks
 - o Drive the agenda to look at the big picture
 - o Align with the OBC by bringing issues and decisions to them as a presentation to be supported.
 - o Communication plan & share our strategic perspective with petitioners, etc.)
 - o Attend Land Commission meetings to understand goals & support efforts
- Get familiar with the three documents.
- Post land use plan maps in buildings.
- Review previous term's document to determine what is active/non-active

CDPC Review of 2011 - 2014 Projects				
02/26/15				
Project	Complete	Need Update	Submitted by	OBC
7871 Tribal Charitable Giving Initiative	X	X		FAWN
Airport Development Plan		X	TROY	JENNY
Agricultural Strategy		X	RALINDA	JENNY
AmeriCorp Planning Grant	X		NORBERT	JESSICA
AJNH - Old Building	X	X	MIKE & SAM	JENNY
Biomass Update	X			
Branding Initiative		X	NATE	DANELLE
Cannery Boiler Funding Request	X	1/7/2015	JOANIE	JENNY
Capital Improvement Process	X	X	TROY	JESSICA
Cemetery, James White	X	X	PAUL	JESSICA
Cemetery Update	X	X	DAN SK.	FAWN
Central Oneida Catalyst Projects	X	X	PAUL	JESSICA
CMN in Central Oneida		X	TROY	FAWN
Communications Tower Ordinance	X			
Community Plan Summit - Vision Oneida	X	X	TROY	FAWN
CDPC- budget, sign-off, reports, quorum	X			
Community Family - Youth Facilities	X			
Community Food Program		1/7/2015	JOANIE	JENNY
Comprehensive Plan Review/Summit	X	X	TROY	FAWN
Contaminated Land Lease	X			
Crosswalk Signs	X			
Demolitions Report	X	X	LORI	DANELLE
Discover WI Birding Segment	X	X	TROY	FAWN
Duck Creek Trail Update	X			
Earth Day Tree Giveaway - Fund Request	X			
Emergency Alarm Permits		X	TROY	FAWN
Emergency Operations Plans	X			
Energy Assessment	X			
Energy Optimization Model	X			
Energy Reduction Project, Conservation	X			

Project	Complete	Need Update	Submitted by	OBC
Energy Team Update	X			
FMT	X			
Facilities Master Plan Discussions		X	JACQUE	JESSICA
Facilities Tour	X			
Farm CIP Project		1/7/2015	JOANIE	FAWN
Farm to School Grant Program	X			
Farmer's Market	X			
Fishery Project, Oneida Lake		X	PAT	DANELLE
Food Hub Initiative		1/7/2015	JOANIE	FAWN
Hwy 54 Pedestrian Bridge	X			
Hwy H Rec Center - Renaming	X			
Hobart Permitting	X			
Holy Apostles Renovation Project	X			
Homeless Shelter	X			
Housing		X	TROY & SCOTT	FAWN
HRD Building	X	X	PAUL	JESSICA
Independant Community Devt Corp (Godfrey & Kahn)	X			
Jonas Circle Area Sewer System	X			
Lake & Communit Event Area Projects	X			
Land Use Related Legislations	X			
Live, Sustain, Grow Project		X	BECKY	DANELLE
Long House Village, Oneida		X	MICHELLE	FAWN
LUTU Process	X	X	TROY	FAWN
Native Nation Building Proposal	X			
OCIFS Quarterly Report	X	X	BILL V	JESSICA
One Stop 54 Facility Monthly Report		X	MICHELE	JESSICA
Oneida Vision , Organization Structure to Implement	X			
Parish Hall Vacant Office Space Request	X			
Parks and Roads Concerns	X			
Planning Session Update (Executive)	X			

Project	Complete	Need Update	Submitted by	OBC
Public Use of Land/Tresspass signs Request	X			
Safety Study Site One		X	TROY	FAWN
SEOTS Building/Project Update		X	TROY	FAWN
Service Road and Riverdale	X	X	TROY	FAWN
Shepards Path Citizen Complaint	X			
Signage Program, Oneida Locator	X			
Site One - Speed Limit Reduction and Stop Sign	X			
Snow Removal, New Trails	X	X	TROY	FAWN
Studio: Indigenous	X			
Sundance Avenue - Property Complaint by Petitjean	X			
Sustainable Design Team	X			
Tibal Permitting Process	X			
Turtle Roundabout Landscaping	X			
Vacated Buildings	X			
Visitors Center, Oneida Cultural Campus		1/7/2015	JOANIE	FAWN
Zoning Fee and Fine Schedule Resolution		X		DANELLE

CDPC Projects 2014 - 2017			
Updated 3/05/2015			
Project	Status/Priority	Contact	Notes
Airport Development Plan		TROY	Presented 01/15
Agricultural Strategy		RALINDA	
Amphitheater - Cultural Campus		MICHELLE	Presented 01/15
Barn Renovation Project		ANITA	Presented 01/15
Branding Initiative		NATE	April agenda
CMN in Central Oneida		TROY	Presented 03/15
Community Recreation Center		TROY	Presented 12/14
Emergency Alarm Permits		TROY	Presented 01/15
Facilities - comprehensive maintenance plan for all Tribal buildings (incl. budget estimate)		JACQUE	April agenda - prepare for budget
Facilities Management Team (charter, plan, budget)		JACQUE	May agenda
Farm CIP Project (birthing barn)		JOANIE	Presented 01/15
Fishery Project, Oneida Lake		PAT	Presented 01/15, Update on March agenda
Food Hub Initiative		JOANIE	Presented 01/15
Housing		DALE	Presented 12/14 by Scott, Update on March agenda
Land Use Directive by GTC		TROY	Presented 02/15
Live, Sustain, Grow Project		GENE	Presented 03/15
Project	Status/Priority	Contact	Notes

Long House Village - Cultural Campus		MICHELLE	Presented 01/15
Museum - Cultural Campus		MICHELLE	Recommendation 01/07/15 meeting notes
OCIFS Projects (Market, Youth)		BILL	Presented 12/14 Reports quarterly
One Stop 54 Facility		MICHELE	Reports monthly
Safety Study Site One		TROY	Presented 03/15
SEOTS Building/Project Update		PAUL	Presented 12/14
Visitors Center, Oneida Cultural Campus		JOANIE/ ANITA/ MICHELLE	Presented 01/15
Zoning Fee and Fine Schedule Resolution			April agenda

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above):

Additional signature (as needed):

Additional signature (as needed):

1) Save a copy of this form in a pdf format.

2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

**Quality of Life Committee
Notes
10:30am Friday February 6th, 2015
BC Small Conf. Room**



Notes

Present: Fawn Billie, Jennifer Webster, Danelle Wilson, Fawn Cottrell

Excused: Trish King, Tehassi Hill

1. Identify rolls & responsibilities of Quality of Life

a. Review & update Charter

Fawn Cottrell will type up changes to draft and send out to Quality of Life committee and Lynn (LRO) for review. Upon review Fawn Cottrell will submit to BC mtg for approval.

Add Joann House to minutes sent out.

b. What are responsibilities of Quality of Life -See draft charter

c. When to meet-monthly, quarterly?-Monthly per charter w/ quarterly reports to BC

d. What are our initiatives?-See draft charter

2. Identify rolls & responsibilities of Wellness Council

a. How does the Wellness Council report out? To who & when

Wellness Council reports to Quality of Life monthly

b. What are WC initiatives?

Initiatives would come from monthly reports.

From discussion: Wellness Council wants to write policies with feedback/input from Quality of Life.

c. Do we want to continue that direction? Yes

d. Is there something we want to add?

Follow up with other Quality of Life committee members.

3. Next Meetings

a. Need Chair for 2/12 meeting-FB out on travel

TH will chair Feb 12th Mtg

FC will request policy/priority list from Wellness Council for review at 2/12 mtg

b. Need Chair for 3/12 meeting-FB & JW out on travel

i. What is quorum? 3 members

Fawn Billie & Jenny Webster will be back for mtg. *keep meeting scheduled

c. Agenda items

Add Wellness Council mtg dates to each agenda. Send out reminder. 2/19 is the next Wellness Council mtg. FC will send reminder

Add Committee members to agenda header.

i. When should items be due?

Quality of Life agenda items Thursday before meeting. Agenda Packet sent out Monday before meeting.

d. Standings report or updates

- i. Quarterly OBC report due 3/17/15 for 3/25/15 meeting FYI

4. Other Action Items

a. Items to review with Legislative Resource Office (Lynn)

- i. How to handle tie-breaker votes with 4 members
- ii. Charter vs Bylaws or Resolution Compare w CDPC
- iii. Report on oversight hearings
- iv. Deleting the word "hearings" from draft charter/resolution

b. Draft Charter/Resolution

- i. Danelle Wilson will research current resolution
- ii. Implement 4 strategic directions in draft charter
- iii. Check w Secretary regarding administrative support section of draft resolution
- iv. Ask Nate King regarding Website page started.



Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. 3.

2. 4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above): _____
Name, Title / Dept. or Tribal Member

Additional signature (as needed): _____
Name, Title / Dept.

Additional signature (as needed): _____
Name, Title / Dept.

- 1) Save a copy of this form in a pdf format.
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Quality of Life Committee
Quarterly Report
Quarter 1 Oct-Dec 2014



Committee: Fawn Billie(Chair), Tehassi Hill(Vice Chair), Jenny Webster (member),Trish King (member)

Summary

The Quality of Life Committee began meeting monthly with its newly assigned Business Committee members in November 2014. At that time, Councilwoman Fawn Billie was chosen to serve a chair of the committee along with Tehassi Hill serving as Vice Chair with Jenny Webster and Trish King as members of the Committee. Our monthly meetings through this quarter were held as work meetings to learn and review previous Quality of Life Committee projects. We also took the opportunity to meeting with the Wellness Council representatives and review their initiatives. As a standing committee with a majority of newly elected Councilmembers, we felt this was helpful in identifying direction.

Meetings this Quarter:

Nov. 13-1st Quality of Life Work Meeting

Dec. 18th-Meeting cancelled

Actions & Activities

Upon reviewing the past Quality of Life committee charter, we realized it had not adopted by the previous Business Committee. We are working to update the charter and submit to the Business Committee for adoption. We are also working with the Wellness Council to move forward on their initiatives.

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Petition Genskow Budget Development Legal Review

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

Per Business Committee Request

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Jo Anne House, Chief Council

Requestor (if different from above):

Name, Title / Dept. or Tribal Member

Additional signature (as needed):

Name, Title / Dept.

Additional signature (as needed):

Name, Title / Dept.

1) Save a copy of this form in a pdf format.

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MEMORANDUM

TO: Oneida Business Committee

FROM: Jo Anne House, Chief Counsel 

DATE: March 3, 2015

SUBJECT: Petition – Genskow – Budget Development

You have asked for a legal review of the above resolution included within a petition submitted by Madelyn Genskow. The resolution contains four Whereas sections and two Resolves. The Enrollment Department has verified that a sufficient number of signatures are present.

The Whereas sections identifies the following background information as support for the Resolves.

- That the Oneida Business Committee and Treasurer “ordered upper management” to cut budgets by 12%.
- That the Oneida Business Committee “ordered an ongoing Comprehensive Hiring Freeze.”
- That this caused a negative impact on the health and safety of Oneida children.
- That this has had a negative effect on the education of Oneida people.

The Resolve sections contain the following two directives to address the background issues identified in the Whereas sections.

- “That the Oneida Business Committee may not simply make across the board percentage cuts.”
- “That the Oneida Business Committee and upper management may not make budget cuts that affect the health, safety and education of the Oneida people without the expressed approval of the Oneida General Tribal Council.”

To develop this opinion, I have reviewed the budget process used for the Fiscal Year 2015 budget, and various other resources. Citations to specific documents, laws and Internet addresses are included to assist the reader in further researching this subject.

There are three areas reviewed in this opinion. In addition to this legal opinion, the Tribal Secretary also maintains a web page with listings of prior budget presentations and Treasurer’s reports that may be of assistance in understanding this subject.

Historical Budget Actions

This section contains a review of historical budget actions. The first subsection addresses continuing budget resolutions. The second subsection addresses cost constraint resolutions and actions.

Continuing Budget Resolutions

Actions regarding the budget occur either at the Oneida Business Committee or General Tribal Council level. In most circumstances, actions by the Oneida Business Committee involve passing a continuing resolution or acting on cost constraint resolution. Prior to 2008, there were occasions where the Oneida Business Committee acted on behalf of the General Tribal Council in approving the budget because of a lack of a quorum. The General Tribal Council generally approves the budget.

The Oneida Business Committee has adopted continuing resolutions in the following years. Excerpts regarding the reasons for the continuing resolutions are set forth below.

Year	Resolution	Reasons Presented in Resolution for Budget Being Delayed
FY91	9-28-90-C	W: "five (5) members of the newly elected Business Committee are in an orientation process on the Tribal budget..." W: "the current Tribal budget is over extended primarily due to excessive enterprise projections and interference into gaming operations by the State of Wisconsin" W: "the area managers and directors of programs were directed to submit maintenance budgets which would adhere the previous year's spending levels, therefore requiring additional evaluation"
FY94	9-14-93-B	W: "the Oneida Gaming Enterprises are currently implementing Phase II of the Gaming Expansion Plan" W: "the Oneida Tribe is currently implementing significant organization wide changes" W: "it is desirable that the budget be finalized and include financing of the major organizational changes" W: "the public comments were received on the budget and need to be inputted into the budget"
FY95	9-21-94-F	W: "the Oneida Business Committee is proposing the implementation of a two-year budget plan" W: "the concentration is on planning and strategizing for the future"
FY96	9-13-95-D 11-08-95-E 11-29-95-E	W: No specific reasons set forth in resolution
FY97	9-18-96-C 11-15-96-A	W: No specific reasons set forth in resolution
FY00	9-15-99-E	W: "a spending plan for non Gaming budgets will not be available for General Tribal Council review and approval for implementation on October 1" W: "the operations of the Tribe of Indians of Wisconsin must continue to protect the health and welfare of the membership" W: "the General Tribal Council has tabled a resolution for per-capita distributions for 90 days from 8-28-99 and spending must be minimized to comply with potential GTC actions"
FY02	9-05-01-C	W: No specific reasons set forth in resolution
FY05	9-29-04-C	W: "the General Tribal Council has not acted to adopt a budget"
FY08	9-26-07-C	W: "on August 29, 2007, the General Manager, Gaming General Manager, Chief of staff, Chief Financial Officer (executive team) placed fiscal restraints on the tribal organization in order to mitigate the effects of the special one-time per capita payment mandated by the General Tribal Council on August 11, 2007" W: "the aforementioned fiscal restraints will remain in place until removed by the executive team in coordination with the Oneida Business Committee"
FY09	9-17-08-C	W: No specific reasons set forth in resolution
FY10	9-23-09-B 10-28-09-A	W: No specific reasons set forth in resolution
FY14	9-24-14-A	W: "the Oneida Business Committee has identified that it was not possible to bring forward a budget for Fiscal Year 2015 given the transition as a result of the 2014 General Election and the installation of a new Oneida Business Committee" W: "the Tribal Treasurer has identified that development of a balanced budget for Fiscal Year 2015 with projections for Fiscal Year 2016 and 2017 will take time to conclude and has identified January of 2015 as a potential time frame for presentation of a budget to the General Tribal Council" W: "the Tribal Treasurer has identified that projected revenues do not cover estimated expenditures requiring budget reductions in order to present a balanced budget" W: "the Tribal Treasurer has identified that there are periods of cash flow stress based on revenue streams during the fiscal year that require additional expenditure limitations and monitoring in order to meet the programming and business needs of the Tribe" W: "the Tribal Treasurer has identified that revenue projections have been affected by unduly harsh winters, local construction projects and economic changes such that additional budget constraints have been necessary notwithstanding our conservative fiscal estimates" W: "the Oneida Business Committee agrees that this is a reasonable deadline for development of the budget and preparing it for presentation to the General Tribal Council"

Six of the twelve continuing resolutions occurred during a transition of the Oneida Business Committee after a General Election as identified by the italicized budgets in the first column. There are three occasions where the resolution identified no specific reason for the delay in presenting a budget to the General Tribal Council. However, two of these continuing resolutions occurred immediately following a General Election. On one occasion, the General Tribal Council failed to adopt the budget when presented. And finally, on one occasion, the budget had to be revised as a result of a per capita payment having been adopted. Overall, since 1990, twelve of the last 24 budgets were presented after a continuing resolution was adopted by the Oneida Business Committee.

Cost Constraint Resolutions

Actions that restrict normal expenditure processes are normally set forth in resolutions that are included in this subsection. Set forth below are excerpts from those resolutions regarding the spending restrictions. Listed, are also resolutions that have amended laws or policies of the Tribe in conjunction with spending restrictions.

Resolution	Action
9-21-94-F	<ol style="list-style-type: none"> 1. Spending level consistent with the approved FY94 budget. 2. Allowance for growth in operations shall not exceed 5% of the approved FY94 budget. 3. Community and economic development operations implemented in FY94 will remain consistent with approved Business Plans.
9-13-95-D	<ol style="list-style-type: none"> 1. Personnel costs will be maintained at the FY95 budgeted level. There will be a freeze on filling all new positions. Those considered essential/critical to the operation must be justified and approved by the General Manager's and two (2) officers of the Business Committee.¹ 2. Expenditures will be maintained at a level not to exceed 75% of the FY95 monthly prorated budget. 3. No new capital equipment purchases will be made except in emergency situations which impacts the health and welfare of the Nation. 4. Capital Improvements Projects and FY95 implemented initiatives may continue at a level consistent with the parameters established in the FY95 budget. 5. Travel allowances will be maintained at a level not to exceed 50% of the FY95 monthly prorated budget.
9-18-96-C ²	<ol style="list-style-type: none"> 1. A hold on hiring for all new positions. New positions consist of any position that was proposed in any fiscal years but not yet filled. Note: Vacant positions can be rehired with approvals by the appropriate General Manager, C.F.O., and Treasurer. 2. No capital expenditures. Note: Capital expenditures are equipment of a cost of \$500 or more. 3. A hold on all salary adjustments and/or pay rate increases. This is to include items such as but not limited to merit increases or step increases. Probationary increases will not be affected. 4. All funding obligated for education expenses for the first semester of the school year will be honored. No funding allocation for second semester to be planned at this time due to the General Tribal Council Education Scholarship Resolution. 5. If the need for any covered under the restraints become detrimental to the Tribal organization, justification must be reviewed and approved by the CFO, General Manager, and Treasurer.
9-24-97-B	<ol style="list-style-type: none"> 1. Expenses are not to exceed more than 75% of the authorized spending level for FY97 based upon 1/12 of the annual allocation. (Exception is made for spending based upon grant fund requirements.) (Responsibilities for monitoring will be by management made possible due to the capabilities accessible through the S2K system and recent training conducted within the organization.) 2. A freeze on all Capital Expenditures. (Capital expenditures are expenditures for equipment totaling \$1000 or more.) 3. A hold on all salary adjustments and/or pay increases. This includes items such as, but not limited to, merit increases or step increases. Probationary increases will not be affected. 4. Expenses required to carry out a directive of General Tribal Council will be limited to the approved FY97 funding level (ie: Educational Scholarship) 5. If the need for any items covered under the restraints become detrimental to the organization, justification must be reviewed by the General Managers and CFO.
9-30-98-A	<ol style="list-style-type: none"> 1. Operational expenses not to exceed 75% of the approved FY98 Budget Plan according to the allocations. (Exception is made for spending based upon grant fund requirements.) 2. Capital Expenditures. All requests to be processed through the Capital Expenditures Review Team in accordance

¹ This was amended by Resolution # BC-11-8-95-E to require three (3) officers of the Oneida Business Committee. It was extended by Resolution # BC-11-29-95-B.

² Continued by Resolution # BC-11-15-96-A.

Petition -- Genskow -- Budget Development

Page 4 of 13

	<p>with established guidelines.</p> <p>3. Expenses required to carry out previous directive of General Tribal Council will be limited to the funding level approved in the FY98 Budget Plan.</p> <p>4. If the need for any items covered under the restrains become detrimental to the organization, justification must be reviewed and approved by the General Managers and CFO.</p>
9-15-99-E	<p>1. Operational expenses are not to exceed 75% of the approved FY99 Budget Plan according to the divisional allocations. (Exception is made for spending based upon grant fund requirements.)</p> <p>2. Expenses required to carry out previous directive of General Tribal Council, Elderly Per Capita and Educational Scholarship, will be at the funding level approved in the FY99 Budget Plan.</p> <p>3. The following Budget's are to be frozen: Land Acquisition; Venture Fund; Capital Improvements Projects (except those that were approved by the General Tribal Council on 8-28-99, and those that are currently under construction); New Positions (new created positions never filled); and Equipment purchases (except those approved by the GTC on 8-28-99).</p> <p>4. Compliance with the Travel guidelines is mandatory, and will be enforced through the Treasurer's Office.</p> <p>5. If the need for any items covered under the restrains become detrimental to the organization, justification must be reviewed and approved by the Budget Review Committee, established by the Treasurer.</p>
9-05-01-C	<p>1. Operational expenses are not to exceed, on a monthly basis, an amount consistent with the actual expenses of FY2001 Budget. This restriction shall exclude personnel and personnel related lines, which shall continue at 100% of monthly costs. Grant funds shall be expended as approved within the grant application. It shall be the responsibility of management to monitor the aforementioned expenses.</p> <p>2. Requests for Tribally funded capital expenditures will be processed through the Finance Committee in accordance with established guidelines. Grant finds shall be expended as approved within the grant application.</p> <p>3. Expenses required to carry out previous directive if General Tribal Council will be limited to the funding level approved in the FY01 Budget Plan (i.e., Educational Scholarship)</p> <p>4. If the need for any items covered under the constraints become detrimental to the organization, justification must be reviewed and approved by the Oneida Business Committee.</p>
9-29-04-C	<p>1. Operational expenses are not to exceed, on a monthly basis, an amount consistent with the actual expenses of FY2004 Budget. Provided that, this restriction shall exclude personnel and personnel related lines - which shall continue at 100% of the FY2005 budget. This shall apply only to tribal allocations. Grant funds shall be expended as approved within the grant application.</p> <p>2. All requests for capital expenditures will be processed through the Capital Expenditures Team in accordance with established guidelines.</p> <p>3. Expenses required to carry out previous directive if General Tribal Council will be limited to the funding level approved in the FY04 Budget Plan with the exception of the Education Fund which is not to exceed 50% of the FY2004 annual budget (i.e., Land Acquisition, Per Capita)</p> <p>4. If the need for any items covered under the constraints become detrimental to the organization, justification must be reviewed and approved by the Oneida Business Committee.</p>
9-23-09-C	<p>1. Immediate hiring freeze unless a justifiable emergency can be documented. New hires may be considered if cost/benefit analysis to eliminate overtime can be documented. The only exception will be for safety, health, or a regulatory situation.</p> <p>2. Immediate comprehensive elimination of any and all overtime. Focus upon part-time employment to eliminate overtime is required and a cost benefit is documented The only exception would again be for snow removal, emergency situations & issues of safety, health or regulatory compliance.</p> <p>3. All out of state travel eliminated unless required by emergency or documented training certification is required Where equivalent training can be found in-state or local; the out of state travel shall be denied. The only exception would be for the government officials traveling for political/governmental affairs.</p> <p>4. Delay implementing all non-emergency consultant agreements until March 1, 2010.</p> <p>5. Elimination of all food, beverage, and related open purchase orders for meetings and departments. This will include Boards, Commissions, Committees, & Tribal-wide departments and entities including all Enterprises and Programs.</p> <p>6. Capital expenditures shall be approved by the Finance Committee on an emergency basis until March 1st 2010.</p> <p>7. Eliminate all external donations and sponsorships.</p> <p>8. Elimination of all cell phones unless area can document why it is needed to address emergency situations.</p> <p>9. Suspend activation of all CIP (Capital Improvement Projects) for all of 2010 except for the Assisted Living Project.</p> <p>10. Eliminate all additional non-essential, non-emergency expenditures that will not affect human safety. A case by case consideration may allow careful examination of each situation.</p> <p>11. House all fleet vehicles in one area when not in use. Any official use would have to be documented in/out, mileage, purpose, and approved by area manager. At no time will vehicle be kept beyond working hours when it is needed, or over weekends. The only exception would be the Chairman's vehicle, Police vehicles, & Shuttle buses.</p>
10-28-09-A	<p>12. All grant related funding, so long as no Tribal funding is utilized, is authorized for expenditure without requiring additional approvals as identified in the Cost Containment Resolution so long as the grant related activity is specifically identified on the expenditure documentation.</p>
11-12-09-A	Emergency Amendment to the Personnel Policies and Procedures Relating to Vacation and Personal Time
11-12-09-B	Parental Leave and Requiring Use of Personal or Vacation Time
11-12-09-C	Emergency Amendments to the Comprehensive Policy Governing Boards, Committees and Commissions
11-12-09-D	Appointed Boards, Committee and Commission and a Maximum of \$50 Stipends for the Remainder of the Fiscal Year
11-12-09-E	Suspension of Trade-Back for Case for Fiscal Year 2010
11-12-09-F	Resolution to Suspend Employer Matching Contributions to the Tribal Retirement Plans

11-25-09-C	BC 3% Cost Containment Temporary Wage Reduction
3-26-10-A	<ol style="list-style-type: none"> 1. Continuation of a hiring freeze. New hires may be considered if cost/benefit analysis to eliminate overtime can be documented. The only exception will be for safety, health, or a regulatory situation. 2. Continued comprehensive prohibition of any and all overtime. Focus upon part-time employment to eliminate overtime is required and a cost benefit is documented. The only exception would again be for snow removal, emergency situations & issues of safety, health or regulatory compliance. 3. All out of state travel shall be prohibited unless required by emergency or documented training certification is required. Where equivalent training can be found in-state or local, the out of state travel shall be denied. The only exception would be for the government officials traveling for political/governmental affairs. 4. Delay implementing all non-emergency consultant agreements until the 2011 fiscal year and only after an assessment of whether these services are still necessary is completed. 5. Elimination of all food, beverage, and related open purchase orders for meetings and departments. This will include Boards, Commissions, Committees, & Tribal-wide departments and entities including all Enterprises and Programs. The only exception to this will be for the Annual Oneida Pow-wow, Oneida casino break-rooms and the Oneida Family Carnival if held. 6. Capital expenditures shall be approved by the Finance Committee on an emergency basis. 7. Eliminate all external donations and sponsorships. 8. Elimination of all cell phones unless area can document why it is needed to address emergency situations. 9. Suspend activation of all CIP (Capital Improvement Projects) except for the Assisted Living Project. 10. Eliminate all additional non-essential, non-emergency expenditures that will not affect human safety. A case by case consideration may allow careful examination of each situation. 11. House all fleet vehicles in one area when not in use. Any official use would have to be documented in/out, mileage, purpose, and approved by area manager. At no time will vehicle be kept beyond working hours when it is needed, or over weekends. The only exception would be the Chairman's vehicle, Police vehicles, & Shuttle buses. ...any activity that is 100% grant funded (with no tribal match) shall be excluded from the above restrictions.
3-23-11-A	Voluntary Seveal Law Emergency Adoption
10-09-13-D ³	<ol style="list-style-type: none"> 1. Immediate comprehensive hiring freeze. Consideration may be given on a case-by case basis for safety, health, or a regulatory situation by consideration of Business Committee formal action. 2. Suspend all wage increases, with the exception of off- probation wage increases, including title reassignment, salary adjustment, position regrade, and additional duty wage increases. The FY2014 wage increase of \$.44 per hour approved by GTC on September 21, 2013, is rescheduled for implementation on the first payroll in January 2014, with retro-active payment back to October 1, 2013, to be made on or before January 31, 2014. 3. Immediate comprehensive elimination of any and all overtime unless overtime is required to address issues of safety, health, or a regulatory situation. 4. Eliminate all travel. The only exception will be for the government and legislative officials traveling for governmental/legislative affairs. 5. Delay implementing all non-emergency consultant agreements unless agreement is required to address issues of safety, health, regulatory situation, or General Tribal Council directive. 6. Suspend all capital expenditures unless capital expenditure is required to address issues of safety, health, or regulatory situation. 7. Eliminate all external donations and sponsorships. 8. Suspend activation and expenditure of all CIP (Capital Improvement Projects) except for the Casino Expansion and those CIP projects funded by Retail Revenue Bonds. 9. Eliminate all non-essential, non-emergency expenditures that will not affect human safety. A case by case consideration may allow careful examination of each situation. ...if the Federal government shutdown has not been rectified within the 30 days of adoption of this resolution, suspension of effected grant funded programs and the lay-off of all employees within the effected grant funded programs, in accordance with the lay-off policy, shall begin, and ...lay-off and suspension of grant programs shall remain in effect until such time as the Federal government shutdown ceases and the flow of Federal grant dollars for employees and programs commences.
9-24-14-A	<ol style="list-style-type: none"> 1. Operational Expenses. Operational expenses are not to exceed one-twelfth (1/12) of 75% of the allocation in the FY2014 budget for October through January. Provided that, this restriction shall exclude personnel and personnel related lines, which shall continue at 100% funding and be subject to the further limitations outlined in this resolution. 2. Employment Levels. Employment levels shall continue to be closely monitored and maintained at no greater than current levels. The goal is reduction of workforce levels through attrition and utilizing the existing employment base in an effective and efficient manner. 3. Capital Expenditures, Capital Improvement Projects and Technology Set Asides and Implementations. All requests for capital expenditures, capital improvement projects and technology set-asides will be approved by the Oneida Business Committee. 4. Other. If the need for any items covered under the restraints set forth in this resolution become detrimental to the organization, Division Directors, Gaming General Manager, Chief Financial Officer, and Chief Counsel, for their respective areas, may authorize an exception to the restraint. The exception shall be set forth in a report which shall specifically identify the exception, the need for the exception, cost for non-compliance and compliance, and alternatives that were considered but rejected and the reasons for rejection. The report shall be forwarded to the Oneida Business Committee for the next available agenda. The Division Director, Gaming General Manager, Chief Financial Officer, or Chief Counsel, as appropriate, shall present the report at the Oneida Business Committee meeting and answer questions.

³ Minor revisions to this resolution made by resolution BC-2-12-14-B removes references to timelines in #2.

1. Ongoing Comprehensive Hiring Freeze.
 - a. The Oneida Business Committee maintains an ongoing comprehensive hiring freeze. From October 1 until the Fiscal Year 2015 Budget is adopted, no hiring shall be authorized and no exceptions will be granted. Direct Reports are given authority under Resolution# BC-09-24-14-Q to manage employment needs through collaboration and reallocation of the existing employment base.
 - b. A posted position may continue in the hiring process as long as the posted position meets one (or more) of the following criteria and the position duties cannot be accommodated by utilizing the authority granted in resolution# BC-09-24-14-Q:
 1. Posted position is required by law (Regulatory).
 2. Posted position generates revenue.
 3. Posted position provides direct service (not administrative) to health patients.
 4. Posted position is at a minimum grant funded level of 50%
 5. Pool positions shall be hired as an Emergency Temporary status employee; with language inserted into the C.R. that Emergency Temporary positions may be provided one (1) extension only.
 - c. Prior to the posted position continuing in the hiring process, the direct report shall comply with the following process:
 1. Minimum staffing levels based upon industry standards and data from the past 18 months.
 2. Position requests represented as "revenue-producing" can be excluded pending a written commitment of additional revenue the position will create; measureable by actual revenue levels before and after the hire, and explanation why existing staff cannot address those risks.
 3. Posted position requests represented as "health/safety" can be executed pending an outline of the specific health and safety risks the new position will address, the consequences of not addressing them and explanation why existing staff cannot address those risks.
 4. Posted position requests represented as "regulatory" can be executed pending an outline of the specific regulatory risks the new position will address, the consequences of not addressing them and explanation why existing staff cannot address those risks, and identify by specific citation to the requirement by law or regulation that a position must exist.
 - d. For those areas with sub-relief or contracted support, no positions are authorized to be filled. Direct Reports shall utilize sub-relief or contracted support and shall not fill a vacant position.
2. Suspend All Wage Increases. No wage increases in any form are authorized for any employee except as previously approved by the Oneida Business Committee, employees ending a probationary employment during this period shall be authorized the off-probation increase.
3. Overtime Reduced.
 - a. It is the expectation of the Oneida Business Committee that Direct Reports shall work collaboratively to utilize employee knowledge, skills and abilities in an effective and efficient manner to avoid overtime.
 - b. Direct Reports shall report all overtime to the HRD Manager on a weekly basis.
 - c. The HRD Manager shall review all overtime and assess whether or not such overtime was warranted or whether work force schedules could be adjusted to avoid future overtime. Work force schedules may be evaluated across programs and business units to identify the best use of employees and resources.
 - d. A Direct Report may grant an exception where overtime is necessary to address health or safety, or regulatory requirements.
 - e. Where exceptions are granted, a Direct Report shall submit a report to the Oneida Business Committee identifying, at a minimum, the following information:
 1. Job position, duties, wage scale, and the health, safety issue addressed, or regulatory requirement necessitating overtime.
 2. What, if any, alternatives were identified and why they were not utilized?
 3. What was the cost of leaving the overtime and of not granting overtime?
 4. What is the health and safety issue or regulatory requirement justifying the authorization of overtime?
4. Elimination of Travel.
 - a. All travel shall be eliminated except for government and legislative functions as approved by the Oneida Business Committee.
 - b. All programs shall identify grant related travel and apply for adjustments in the grant to reallocate travel related funding to the provision of services. Where amendments cannot be made to the grant to reallocate travel related funding, the allocations of the grant funding for travel must be re-approved by the Oneida Business Committee to approve the travel related activities in the grant.
 - c. Continuing education requirements which are part of licensing or certification requirements paid for by the Tribe are authorized to be carried out in the order of priority of on-line training and then local training.
 - d. Where travel has been approved prior to the adoption of this resolution, and for which the employee has already expended funds for the travel is authorized under resolution# BC-2-12-14-B it is considered approved for FY2015.
5. Contracting.
 - a. All contracts for consultant services to be delayed until new budget is adopted.
 - b. A Direct Report may grant an exception where a consulting contract is necessary to address health or safety, or regulatory requirements.
 - c. Where exceptions are granted, a Direct Report shall submit a report to the Oneida Business Committee identifying, at a minimum, the following information:
 1. Consultant contract, Legal/Purchasing contract reference number, purpose of contract, start/end date of contract, and cost of contract.
 2. What, if any, alternatives were identified and why they were not utilized?

	<p>3. What was the cost of not entering into contract, what is the benefit of entering into the contract?</p> <p>4. What funding was utilized to pay the contract costs? If grant funding, what is the tribal contribution/in-kind value allocated to the grant, and if possible, to the contract?</p> <p>5. What is the health and safety issue or regulatory requirement justifying the authorization of overtime?</p> <p>6. Donations and Sponsorships.</p> <p>a. All external donations and sponsorships are delayed.</p> <p>b. Exceptions for business related purposes, or to obtain health, safety or regulatory required grants may be granted by the Oneida Business Committee.</p> <p>7. Capital Expenditures and Technology Set-Asides.</p> <p>a. All capital expenditures shall be delayed.</p> <p>b. Exceptions may be granted by the Oneida Business Committee for the protection of health or safety, or regulatory requirements.</p> <p>8. Capita/Improvement Projects.</p> <p>a. All currently approved CIP shall be re-evaluated by the Project Manager, appropriate program personnel, and the Chief Financial Officer for size, scope and ongoing need and a report presented by the Chief Financial Officer to the Oneida Business Committee regarding each project the financial impact on the Tribe and proposed revisions to the project and related timelines.</p> <p>b. Activation of new CIP shall be suspended until the Fiscal Year 2015 budget is approved.</p> <p>c. Exception to the activation of CIP may be made by the Oneida Business Committee to protect health or safety or regulatory requirements.</p>
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Resolution # BC-9-13-95-D references the first “freeze” on hiring in the period researched. This restriction was repeated in resolution #s BC-9-18-96-C, BC-9-23-09-C, BC-3-26-10-A, BC-10-09-13-D, and BC-9-24-14-A. Of the twelve primary resolutions that begin a cost containment period, half identified a hiring freeze. The other six resolutions identify limitations and restrictions on personnel lines which resulted in the same effect. Most cost constraint actions occurred between September and November of the calendar year.

Budget Process

Generally

The process of developing the budget for the Tribe takes many months to complete. There is no formal process adopted by the Oneida Business Committee or General Tribal Council. Generally, the process begins with requesting projected revenues from the Tribal enterprises. The amount of projected enterprise revenues, less enterprise operational costs, is then allocated to General Tribal Council mandates, loan/bond obligations and required savings accounts. The remainder is then identified as available to fund Tribal government operations, including the larger costs of capital expenditures and capital improvements.

The Gaming General Manager, Division Directors, and other direct reports to the Oneida Business Committee are then requested to submit budgets. This request is generally accompanied by guidance on standard costs (personnel benefit calculations, rent, utilities, etc.), restrictions on budget increases, and reductions required in developing those budgets.

The individual budgets are then consolidated and the revenue and expenditures are reviewed to determine if a balanced budget is submitted. This also includes a review that the funds are allocated in appropriate areas. In recent budget development processes, the Oneida Business Committee has met with each division, and occasionally program, to review each individual budget and identify changes in order to be able to present a balanced budget.

Funding the Budget Outside of Current Year Revenues

In prior budget years, there have been three different alternatives used to help balance the budget. First, prior year carry-over funds have been available for use in funding the budget.

Second, reducing larger expenditures for capital projects has been used to balance the budget. Finally, reducing funds allocated to contingency funds in the event of business shut-down and funds set aside to cover potential catastrophic events.

Prior year carry-over funds are available every other year. This allows the amount of funds to be verified by closing out the budget year and auditing those funds through the annual audit. Once audited, the amount of carry-over funds is then identified for use in the next fiscal year.⁴ However, there are not always carry-over funds from prior years. For example, FY09 ended with expenses exceeding revenues requiring funds available in FY10 to make up for revenue short falls as well as expenses in excess of revenues in the previous year; and, in FY15, there were no audited carry-over funds available from FY13 to be budgeted in FY15.

The Tribe budgets for capital expenditures and improvements each year. Capital expenditures are items that should, according to accounting standards, be depreciated. Capital improvements are costs associated with building, remodeling and maintaining existing facilities. The list regarding both expenditures is larger than available funding. As a result, they are prioritized according to need, and then funded on a priority basis. In the budgeting process, funding for these activities has been reduced in order to present a balanced budget. However, long term, this means that necessary repairs and replacement of equipment and infrastructure is not done, creating accumulating costs in the future. At some point, reducing these portions of the budget becomes more detrimental to the operations and the organization.

Finally, the budget includes contingency funds. In some cases these are set-asides for litigation and other unforeseen but anticipated expenses. In some cases, these are set-asides required as a result of accounting practices and agreements in loans and bonds. Failure to maintain certain set-asides is likely to be a violation of loan and bond agreements that could result in default.

2015 Budgeting Process

The Oneida Business Committee, elected into office in August 2014, met to collectively agree upon a three-year vision for the Tribe and a decision-making process. This process led to the adoption of the Four Strategic Directions by the Oneida Business Committee to guide their actions. As a result of this, it was determined that the budget for FY15 should reflect that Strategic Direction and be built upon those guidelines. In addition, the continuing resolution # BC-9-24-14-A identified the following reasons for delay in presenting the budget.

- ...the Oneida Business Committee may be delegated duties and responsibilities by the Oneida General Tribal Council and is at all times subject to the review powers of the Oneida General Tribal Council, and
- ...the Oneida Business Committee has identified that it was not possible to bring forward a budget for Fiscal Year 2015 given the transition as a result of the 2014 General Election and the installation of a new Oneida Business Committee; and
- ...the Tribal Treasurer has identified that development of a balanced budget for Fiscal Year 2015 with projections for Fiscal Years 2016 and 2017 will take time to conclude and has identified January of 2015 as a potential time frame for presentation of a budget to the General Tribal Council; and
- ...the Tribal Treasurer has identified that projected revenues do not cover estimated expenditures requiring budget reductions in order to present a balanced budget; and

⁴ Carry-over funds are available for use every other year. For example, excess funds in an even number year will be audited in the odd numbered year and be made available for budgeting in the next odd numbered year.

...the Tribal Treasurer has identified that there are periods of cash flow stress based on revenue streams during the fiscal year that require additional expenditure limitations and monitoring in order to meet the programming and business needs of the Tribe; and
 ...the Tribal Treasurer has identified that revenue projections have been affected by unduly harsh winters, local construction projects and economic changes such that additional budget constraints have been necessary notwithstanding our conservative fiscal estimates; and
 ...the Oneida Business Committee agrees that this is a reasonable deadline for development of the budget and preparing it for presentation to the General Tribal Council[.]

As part of that budget development process, the Treasurer put together a “Budget Packet” which explained the Four Strategic Directions, the current financial status of the Tribe, and provided directions to develop budgets for FY15.⁵ This material identified that the trend in revenues, a primary portion of the Tribe’s budget, was forecasted to continue a 12% decline. Ultimately, this meant that FY15 should be based on a 12% reduction of FY14’s actual revenues and expenditures. The budget also needed to include increased costs fringe benefits (health insurance costs for example) and indirect costs (utility and general insurance costs for example).

The Gaming General Manager, Division Directors and other direct reports were instructed to provide a report prioritizing their programs and services and to develop their budgets based on FY2014 budget allocations. The allocations of funding would be based on the prioritization report and with the following directions.

- Start from Zero - Budget must be 12% less your FY’ 2014 Budget
 - Any savings realized during the Continued Resolution time frame, (October 1, 2014 through January 19, 2015) shall not be included with your 12% reduction
- Increase Fringe by 1.3 %
- Increase Indirect by .38 %
- No increase in payroll costs and total number of positions
 - A “new position” is only acceptable when the overall results are less employees and reduction in salary costs. IE. Synergizing or combining multiple positions into a new job description.
- Positions currently on Hold: If a position is currently on hold or has been hired as an Emergency Temporary status and the position is high on your priority schedule, then:
 - All “revenue generating positions” will have a start date of February 1, 2015
 - All “health and regulatory positions” will have a start date of March 1, 2015
 - All Judicial System positions will have a start date of March 1, 2015
 - All remaining positions will have a start date of April 5, 2015
 - Positions may not be posted until the G.T.C. adopts the FY’ 2015 budget
- The delayed start date and savings resulting from the Continuing Resolution shall not be included in the 12% reduction calculation as the position and activities will be a full year allocation in FY’ 2016 and will require additional funding in FY’ 2016

The difference between the actual revenues and expenditures for FY14 are more dramatic because the adopted FY14 budget was a total of \$443.5 million. However, the cost constraints were effective in reducing expenditures to be in line with actual revenues. The effect of these directives based on the actual revenues and expenditures for FY14 are set forth in the chart

⁵ The Constitution directs that the finances of the Tribe are a responsibility of the Treasurer. Treasurer King has created a Budget Development Team made up of Oneida Business Committee members and staff to provide guidance on how best to guide development of the budget. For simplicity, this opinion will refer to the “Treasurer” as developing the budget, recognizing that the Oneida Business Committee through resolution # BC-2-11-15-A and the Budget Core Team work as a collaborative team in this process.

below. Actual revenues and expenditures of \$400 million for FY14 are compared to the budget for FY15. The last column explains the change from FY14 to FY15.

FY2015 Adopted	Sources of Funding	FY2014 Actual	Difference Between Budgets
\$ 281,351,809	Tribal Enterprises	\$ 267,208,887	\$ (14,142,922) Estimated more revenue
\$ 23,088,446	Program Unit Earned Income	\$ 20,365,821	\$ (2,722,625) Estimated more program unit income
\$ 45,948,514	Grants	\$ 41,336,149	\$ (4,612,365) Estimated more grants
\$ 57,470,775	Tribal Allocations	\$ 58,058,409	\$ 587,634 Estimated less Tribal allocations
\$ 1,720,179	Other Sources	\$ 13,724,016	\$ 12,003,837 Estimated less of other sources
\$ 409,579,723	Total Sources of Funding	\$ 400,693,282	\$ (8,886,441)
	Allocations for Tribal Operations		
\$ 61,547,939	General Government	\$ 60,070,618	\$ (1,477,321) Allocated more
\$ 8,843,055	Department of Public Works	\$ 8,711,204	\$ (131,851) Allocated more
\$ 32,833,338	Education and Cultural	\$ 30,753,658	\$ (2,079,680) Allocated more
\$ 55,312,382	Health and Social Services	\$ 49,620,031	\$ (5,692,351) Allocated more
\$ 13,419,692	Community Development	\$ 11,915,264	\$ (1,504,328) Allocated more
\$ 25,720,900	Direct Membership Benefits and Administration	\$ 24,330,683	\$ (1,390,217) Allocated more
\$ 92,362,741	Gaming Enterprise	\$ 88,511,501	\$ (3,851,240) Allocated more
\$ 3,344,963	Gaming Capital Equipment	\$ 6,487,502	\$ 3,142,539 Allocated more
\$ 7,248,098	Gaming Compact Fee	\$ 7,608,186	\$ 360,088 Allocated less
\$ 80,831,963	Other Enterprises	\$ 73,209,335	\$ (7,622,628) Allocated more
\$ 9,915,579	Debt Payments (Principal & Interest)	\$ 11,280,347	\$ 1,364,768 Allocated less
\$ 1,073,709	Debt Payments, Bond Repayment	\$ 1,641,752	\$ 568,043 Allocated less
\$ 2,380,366	Operational Equipment	\$ 2,034,953	\$ (345,413) Allocated more
\$ 3,439,000	Capital Improvement Projects	\$ 11,822,404	\$ 8,383,404 Allocated less
\$ -	Onelda Golf Course Enterprise	\$ 292,178	\$ 292,178 Allocated less
\$ 4,798,796	Land Acquisition	\$ 5,671,457	\$ 872,661 Allocated less
\$ 2,500,000	Government Executive Contingency	\$ 2,500,000	\$ -
\$ 1,190,490	Technology Projects	\$ 704,500	\$ (485,990) Allocated more
\$ 1,924,488	Gaming 2% Contingency/Contigent Liability	\$ -	\$ (1,924,488) Allocated more
\$ 188,776	Retail 2% Contingency/-	\$ -	\$ (188,776) Allocated more
\$ 703,448	Community Impact Reserve/-	\$ -	\$ (703,448) Allocated more
\$ 409,579,723	Total Allocations	\$ 397,165,673	\$ (12,414,050)

“Budget” Defined

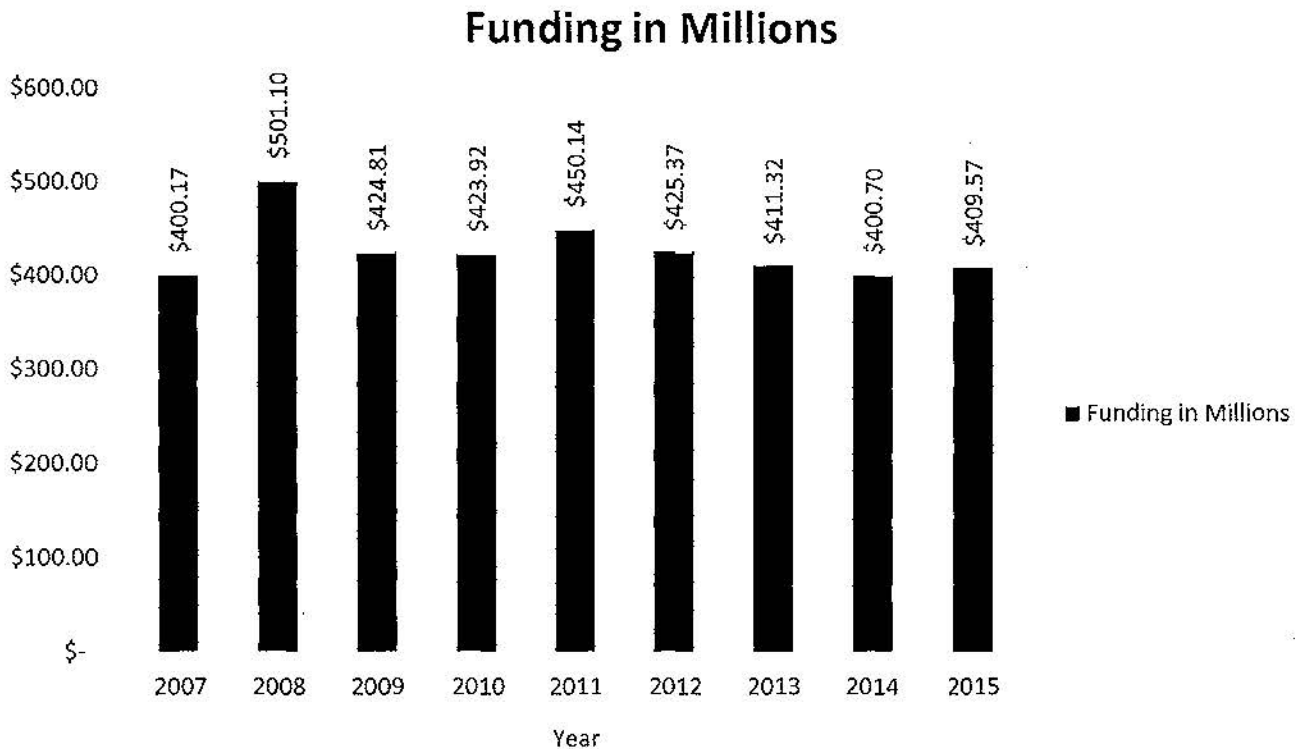
A “budget” approved by the General Tribal Council is one of three levels of managing the funds of the Tribe which work interactively to provide guidance on revenues and expenditures. The other two actions of managing funds include actual revenues and cash flow for daily needs.

Budget

The adopted budget provides direction on what funds will be received and how they will be allocated for expenditures. It is not made up of actual funds or expenses. The revenues (whether from enterprises, corporations, grants or Self-governance funds) are projections based on our knowledge of what we have received in the past and expectations of how our operations will fare in the future. The expenses are in part based on known costs – i.e. per capita, loan payments, grants for which we know the Tribal contribution agreed upon, existing contracts – and estimated costs. These revenues and expenses may increase or decrease, new grants applications may be received and projected grant applications rejected, and other actions.

Revenues

The Treasurer presented a chart regarding the actual revenues for prior years and projected revenues for FY15 in the General Tribal Council meeting packet to adopt the current budget. That chart is repeated below.



2015 is proposed revenues. 2007-2014 are actual revenues.

Two examples of the difference between budget projections and actual revenues are the adopted FY13 and FY14 budgets. The adopted FY14 projected \$443.5 million in revenues. Actual revenues were \$400.7 million. The cost containment resolution for FY14, resolution # BC-10-09-13-D, was implemented to address this difference very early in the fiscal year. The reason for the difference in revenues stemmed from two different sources. First, the federal government entered a period called “sequestration” which halted grant and self-governance related reimbursements which would have placed significant pressure on the cash flow resources of the Tribe. Second, an unduly harsh winter combined with remodeling of gaming facilities resulted in lower than expected revenues. Ultimately, the cost containment actions resulted in actual expenditures for FY14 to be lower than budgeted at \$397.2 million. This means that there is a potential carry-over of \$3.5 million for allocation in FY16.

The adopted FY13 budget projected \$454.6 million in revenues. Actual revenues for that period were \$422.32 million. Again, unforeseen changes in the economy, reductions in federal funding, to name a few reasons, resulted in actual revenues being \$32.28 million less than projected revenues.

Cash Flow

Finally, the Treasurer manages the cash flow needs of the Tribe in order to meet daily, weekly and monthly goals. The Tribe operates on a cash on hand basis in that it does not utilize credit to manage operational expenses. This means that expenses of the Tribe are paid through cash in the bank as it is earned. From this perspective, the budgeting process is used to identify revenue

(cash in) trends, and expenditure (cash out) trends. By identifying these trends during the budgeting process, the Finance Department can, with greater accuracy, predict when cash will be at its lowest points and manage expenses appropriately. For example, in early FY14, because of sequestration and a harsh winter, cash flow was lower than expected and the organization was placed on cost constraints.

As identified by the Treasurer and Chief Financial Officer during that period, there were times when insufficient cash was available to meet all expenditures. At that point, the Finance Department identified priority payments (payroll expenses and taxes for example) and placed all other expenses on an appropriate delayed payment schedule. This may have resulted in a few days delay to several weeks. Although the payments may have been “delayed” from the regular payment processes, they were ultimately made within the acceptable parameters of net 30-90 days, depending in the industry, invoice or contract. The cash flow in FY14 eventually caught up to expenditure levels and the cost constraints were no longer necessary.⁶

Analysis

This resolution proposes a prohibition on “across the board percentage cuts” and requires approval of the General Tribal Council for “budget cuts that affect the health, safety and education of the Oneida people.” The information presented in this opinion identifies a basic history of budget development. Every budget of the Tribe has been presented for approval by the General Tribal Council and approved by that body.⁷ As a result, every budget action, whether that is increasing, decreasing, adding or deleting a program budget has been approved by the General Tribal Council.

If adopted, at the most this proposed resolution could result in multiple approval processes regarding the budget. First, it may be necessary to obtain approval of the estimated revenues for the fiscal year and recognition of the requirement for budget cuts. At which point, allocation of funding would occur. If this resulted in reducing allocations to “health, safety, and education” then another approval by the General Tribal Council would be required. Finally, the budget would then be required to be balanced. This would require a third approval by the General Tribal Council. However, during this process, the estimates regarding the projected revenues from enterprises and grants would be updated to recognize updated financial information such as federal funding changes or impacts through changes to the economy or even weather. This may require additional approvals from the General Tribal Council.

As identified in the opinion “*Legal Opinion -- Scheduling and Setting Agenda – GTC Meeting*” dated November 4, 2014, General Tribal Council meetings require sufficient time to gather

⁶ However, because of lower than expected revenues and declining grant revenue, cost constraints were necessary for the remainder of FY14 in order to avoid over-expenditures in relation to actual revenues. The end result as identified in the chart above was approximately a 10% difference between budgeted and actual revenues. In addition, with cost constraints applied throughout the fiscal year, the less than 1% difference between actual revenue and expenditures resulted in a modest carry-over.

⁷ There have been some occasions where the General Tribal Council failed to obtain or maintain a quorum when the budget was presented. On those occasions, the Oneida Business Committee approved the budget on behalf of the General Tribal Council.

materials, print, and mail, require sufficient space within the Reservation boundaries to accommodate 1500-2000 members, and cost approximately \$200,000 per meeting.

Arranging multiple meetings to approve budget development actions would begin soon after adoption of the current year's budget. For example, the FY16 budget development process began the month after adoption of the FY15 budget. The budget itself has not changed significantly over the years except to recognize declining revenues and increased General Tribal Council mandates. Reducing allocations to services to members is a result of reduced revenues.

In concept, this resolution is within the authority of the General Tribal Council to adopt. However, it is recommended that the effect of this resolution be clarified prior to adoption in order to avoid questions in the future. As identified above, it could be interpreted that this resolution would require multiple approval steps in the budget development process. At the simplest level, the resolution would have no effect on the process since every budget is already approved by the General Tribal Council thus approving every budget cut and the development process. As a result, the resolution may be too ambiguous to be adopted by the General Tribal Council.

In addition, percentage cuts to be accommodated by every budgeted program a tool utilized by every Treasurer in developing the budget. Given the short turn-around between the General Election and presentation of the budget by a new Treasurer, it is likely that this type of process may be utilized every three years. However, as identified above, it should be noted that the across-the-board budget reduction was accompanied by directions on prioritization. In addition, in the final balanced budget, funds were returned to programs which were given the opportunity to present a request for additional need based on priorities established by the Oneida Business Committee during the first weeks of their term. Restricting or prohibiting this type of a budget development process is simply removing one tool in the budget development process, even if the end result would be the same.

Conclusion

The concept presented in the resolution is an action within the authority of the General Tribal Council. However, there is significant ambiguity in the impact and direction of the resolution. It would be within the discretion of the Chair, in consultation with the Treasurer's delegated constitutional responsibilities, to determine if action on the resolution is in order during the course of the meeting. If a motion regarding the resolution is in order, it would take a simple majority vote to adopt.

If you have further questions, please contact me.

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Petition Genskow Swimming Lessons Legal Review

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

Per Business Committee Request

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Jo Anne House, Chief Council

Requestor (if different from above):

Name, Title / Dept. or Tribal Member

Additional signature (as needed):

Name, Title / Dept.

Additional signature (as needed):

Name, Title / Dept.

1) Save a copy of this form in a pdf format.

2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

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MEMORANDUM

TO: Oneida Business Committee

FROM: Jo Anne House, Chief Counsel 

DATE: March 9, 2015

SUBJECT: Petition – Genskow – Swimming Lessons

You have asked for a legal review of the above resolution included within a petition submitted by Madelyn Genskow. The resolution contains four Whereas sections and one Resolve section. The Enrollment Department has verified that a sufficient number of signatures are present.

The Whereas sections identifies the following background information as support for the Resolves.

- “the Oneida Business Committee and upper management has taken steps which have blocked the availability for Oneida Children to receive affordable swimming lessons at the Oneida Fitness Center[.]”
- “the ability to swim is a health and safety issue[.]”
- “the Business Committee is always talking about taking care of the next Seven Generations and they are NOT properly taking care of this one[.]”
- “we should be concerned with the health and safety of the children now.”

The Resolve section contains the following directive to address the background issues identified in the Whereas sections.

- “That affordable swimming lesson will be provided at the Oneida Fitness Center by order of the Oneida General Tribal Council.”

To develop this opinion, this office has reviewed the Oneida Family Fitness Center activities, personnel and budget, budget development actions, and various other resources. Citations to specific documents, laws and Internet addresses are included to assist the reader in further researching this subject.

The Tribe operates multiple programs for youth and adults that meet fitness, recreation and educational needs. This opinion will focus on the Oneida Family Fitness Center swimming pool and swimming lessons. There are four groups providing fitness and recreation activities. In general, they can be described as follows.

- Recreation has the 2 buildings - Cliff Webster and Sonny King recreation buildings
- Housing Authority has 2 buildings - three Sisters and Flying Leaf

- Oneida Family Fitness Center has Fitness, Aquatics and Experiential.
- Tribal School, Early Head Start, Head Start, K-12 education system provides recreational activities through school programming.

Although this resolution addresses only swimming lessons, it impacts the entire Oneida Family Fitness Center. This legal opinion will present an overview of the entire Oneida Family Fitness Center, and will then focus on swimming lessons. In addition to this legal opinion, the Tribal Secretary also maintains a web page with listings of prior Oneida Business Committee and General Tribal Council meeting packets that may contain information that may be of assistance in understanding this subject.

Fitness Center

The Oneida Family Fitness Center (*Fitness Center*) was operated as a paid membership fitness facility. In 2014 the Fitness Center was transitioned into a free membership facility for members and Tribal employees. As reported by the Governmental Services Division, the Fitness Center, including Experiential, serves the following Tribal members based on populations living on or near the Reservation.

Descriptor	Age Groups	Population on/ near the reservation	Fitness and Adventure
Infant	0-18month	63	23
Toddler	19mnth-3 y	202	42
Pre-school	4-5	199	120
School Age	6-12	765	541
Adolescent	13-18	645	469
Young Adul	19-35	2087	792
Middle Age	36-64	2751	946
Elder	65+	703	177
Total*		7415	3110

A review of the surveys for the first quarter of FY15 and all of FY14 identifies that the Fitness Center scores ‘very good’ to ‘excellent’ across all categories. The survey results for the first quarter of FY15 identify an overall satisfaction rate of “very good” to “excellent” in regards to schedules, group activities, and available resources. A review of the comments made by 58 people answering the FY15 survey identifies six comments directly related to the pool area. Five of those six comments were about the schedule for Family Swim times not being conducive to working families or families with small children. One comment identified that they “miss swimming lessons for toddlers.”

The following sections are intended to provide an overview of the Fitness Center.

Budget

The budget for the Fitness Center is set forth below over a four year period. The chart shows actual expenditures for the 2012 through 2014 fiscal years, and budgeted information for the current fiscal year. The chart also includes the “personnel” line. This is the amount budgeted

only for salaries. The true personnel cost also includes benefits, personal/vacation time accruals, holiday pay and overtime.

	Actual			Budgeted
	FY12	FY13	FY14	FY15
Total	\$1,184,235.00	\$ 982,762.00	\$ 1,041,045.00	\$ 1,193,693.00
Personnel	\$ 508,041.00	\$ 521,405.00	\$ 477,843.00	\$ 615,900.00

Approximately half the cost of operating the Fitness Center is in personnel. This cost has increased over the years as a result of pay increases that have been approved and applied in each fiscal year thereafter. A report from the Fitness Center in December 2014 identifies the following personnel levels in the pool area only.

- FY12 7 employees – 4 full time; 3 part time
- FY13 6 employees – 3 full time; 3 part time
- FY14 5 employees – 2 full time; 3 part time
- FY15 4 employees – 2 full time; 2 part time; 3 substitute relief

Employees

The Fitness Center operates utilizing 15 full-time employees and there are an additional three part-time employees in the swimming pool area. Of those 15 full-time employees, one is the Office Manager and there are two administrative assistants. Every employee of the Fitness Center is certified in Food Handling, Child Abuse and CPR/AED/First Aid. The fitness related employees are listed below with their qualifications.

Ryan Waterstreet (Assistant Director)

Fitness Specialist Certification
AFAA Personal Training Certification
AFAA Group Exercise Certification
Arthritis Foundation Instructor
CPO Certification
Indoor Cycling Instructor Certification

Kevin Schoenebeck (Martial Art Supervisor)

Ju Jit Su Certified
Tae Kwon Do Certified
Tai Chi Certified
Eskrima Certified
Self Defense Certified

Ryan Engel, Elijah Metoxen (Fitness Specialist Supervisor)

AFAA Personal Training Certification
AFAA Group Exercise Certification

Hudson Denny, Jason Manders (Fitness Specialist), Dominique Danforth

AFAA Personal Training Certification
AFAA Group Exercise Certification

Amanda Riesenbergh (Fitness Specialist)

AFAA Personal Training Certification
AFAA Group Exercise Certification
Zumba Certification
Pre & Post Natal Certification

Jessica Schultz (Fitness Specialist)

ACE Personal Training Certification
ACE Group Exercise Certification
Yoga Instructor Certification
Wellness Coaching Certification

Teresa Holschuh-Sieja (Aquatics Supervisor)

Red Cross Lifeguard Certification
WSI Water Safety Instructor

Nicole Herlache, Orrie Kreusher (Senior Lifeguard)

Red Cross Lifeguard Certification
WSI Water Safety Instructor
AFAA Personal Trainer Certification

3 Sub Relief Lifeguards – Part-Time

Red Cross Lifeguard Certification
WSI Water Safety Instructor

All lifeguard positions have Red Cross Life Guard Certification and Water Safety Instruction Certification. The Fitness Center has a lifeguard position posted. The position is posted for a full-time position and requires the following minimum qualifications.

1. High School Diploma, GED Certification, or HSED Diploma; applicants age 50 or older are exempt from this requirement; one (1) year of successful lifeguard experience; an equivalent combination of education and experience.
2. Current Lifeguard/First Aid Certification.
3. Current CPR/AED Certification.
4. Must pass a swim skills test administered at the Oneida Family Fitness.

The salary for this full-time position is NE05 which is a beginning salary at \$9.11 per hour or \$18,955 annually. A review of various on-line sites, including the YMCA job posting for a lifeguard position identifies the following range of pay scales.

- Payscale.com \$7.40 to \$11.88 per hour, average of \$8.99 per hour
- YMCA \$7.24 to \$8.34 per hour, unskilled, will provide training

The Fitness Center reported that the last posting for the lifeguard position resulted in 15 applications being reviewed. None of the applicants met the minimum qualifications of having the required certifications.

Providing swimming lessons requires a lifeguard on duty and a lifeguard teaching the course. The Fitness Center has insufficient personnel to fill both requirements and maintain operational hours for the pool area.

Activities

The Fitness Center offers services to all age groups as well as general facility access. A membership at the Fitness Center includes the following resources.

- Group Fitness & Aquatic Classes for all ages & abilities
- Fitness & Wellness Assessments
- Equipment Orientation
- (3) 1/2 hour Personal Training Sessions (*annual memberships only)
- Guest Passes
- Child Care Services
- Cardiovascular and Strength Training Equipment
- Gymnasium
- Indoor Track
- Swimming Pool
- Discounts on Specialty Programs (Martial Arts, Swim Lessons, Personal Training)

The Fitness Center offers four groups of fitness activities – swimming pool, weight rooms, group fitness (Zumba and spin classes for example), and a gymnasium (basketball court and walking/running track). Each fitness activity has its own published schedule of group, individual, family, and age group scheduled time. In addition to the fitness activities, the Fitness Center also offers special events throughout the year.

Fitness Center activities are broken into several age groups which are explained in a link on the Oneida Tribe's website. There are two different criteria – levels of supervision and access to activities.

Supervision of Children

- **Children 9 years and younger** are welcome in the fitness center with adult supervision. Consult the Gymnasium and Aquatics schedule for appropriate activities and schedule.
- **Children 10 years and older** may use the fitness center independently. Consult the Gymnasium, Martial Arts and Aquatics schedule for appropriate activities and schedule.
- **Free Weight/Free Motion Rooms** may be used by those 14 years and older.
- **Indoor Track, Cardiovascular, Trotter Room** may be used by those 14 years and older. Youth ages 10-13 years may also use these areas after successful completion of a youth orientation with a Fitness Specialist.

Access to Activities

Age 6 Months – 2 Years

Adult/Youth Gym must be accompanied by an adult.
Family/Recreational Swimming must be accompanied by an adult in the water.
Parent/Tot & Private Swim Lessons, refer to Aquatic Schedule.

Age 3 Years

Adult/Youth Gym must be accompanied by an adult.
Family/Recreational Swimming must be accompanied by an adult in the water.
Group & Private Swim Lessons refer to Aquatic Schedule.

Age 4 – 5 years

Adult/Youth Gym must be accompanied by an adult.
Family/Recreational Swimming must be accompanied by an adult in the water.
Group & Private Swim Lessons refer to Aquatic Schedule.
Mighty Ninjas must be accompanied by an adult.
Age 5 - Youth Fitness Classes see Group Exercise Schedule.

Age 6 Years

Adult/Youth Gym must be accompanied by an adult.
Family/Recreational Swimming must be accompanied by an adult in the water.
Group & Private Swim Lessons refer to Aquatic Schedule.
Youth Fitness Classes see Group Exercise Schedule.
Martial Arts must have adult supervision.

Age 7-9 Years

Adult/Youth Gym must be accompanied by an adult.
Family/Recreational Swimming must be accompanied by an adult in the water.
Youth Fitness Classes see Group Exercise Schedule.
Group & Private Swim Lessons refer to Aquatic Schedule.
Martial Arts must have adult supervision.

Age 10-11 Years

Cardio/Weight Room use permitted with successful completion of the Youth Strength Training Orientation program with a Fitness Specialist and with direct parent or guardian Supervision.
Family/Recreational Swim independent use.
Group & Private Swim Lessons refer to Aquatic Schedule.
Gymnasium independent use.
Martial Arts independent use.

Age 12-13 Years

Cardio/Weight Room use permitted with successful completion of the Youth Strength Training Orientation program with a Fitness Specialist and with direct parent or guardian Supervision.
Gymnasium independent use.
Family/Recreational Swim independent use.
Group & Private Swim Lessons refer to Aquatic Schedule.
Group Exercise Classes Studio A, B or C.
Lap Swim independent use.
Martial Arts independent use.

Age 14 Years and Older

Independent use.

According to the guidelines above, children six months to age 12 may utilize the pool for Family Swim periods. Children age 12 to 18 may utilize the Family Swim periods and Lap Swim periods. The March 2 through May 30, 2015 schedule identifies Family Swim periods as Monday through Friday from 8:00 to 9:00 a.m. and two different periods between 4:00 to 7:30 p.m. with the exception of Mondays and Wednesdays late evenings. The website for Family Fitness, Swim Lessons contains the following notice – “At this time we are unable to hold swim lessons; we apologize for the inconvenience.”

Operation Hours - Pool Area

The pool area is open from 5:45 a.m. to 7:30 p.m., Monday through Friday, with a maintenance period every day from 1:00 p.m. to 4:00 p.m.¹ Activities scheduled in the pool area include the following in general order of appearance on the schedule.

- 5:45 a.m. to 6:15 a.m. Lap and adult swim
- 6:15 a.m. to 7:00 a.m. Water exercise, adult swim
- 7:00 a.m. to 8:00 a.m. Lap swim
- 8:00 a.m. to 9:00 a.m. Family swim
- 9:00 a.m. to 10:15 a.m. Water exercise, adult swim
- 10:15 a.m. to 11:00 a.m. Water exercise
- 11:00 a.m. to 11:30 a.m. Adult swim
- 11:30 a.m. to 1:00 p.m. Lap swim
- 4:00 p.m. to 5:50 p.m. Family swim, water exercise
- 6:15 p.m. to 7:30 p.m. Family swim, kayak class water exercise

Individuals should refer to the schedule posted on-line or at the Fitness Center for exact times and activities.

The Aquatics Schedule also contains the following information.

Swimming Lessons: All O.F.F. swim lessons are offered by certified American Red Cross Water Safety Instructors. For more information please contact the Front Desk.

We are sorry that we are not able to offer group lessons on this schedule. Private [lessons] may still be possible on a small scale some days for those who have flexible schedules.

- Private Swimming lessons are also available at a rate of \$15.00/half hour per individual/Non-member price is \$20.00
- Private lessons for Groups of (3-8) are \$35.00 per half hour for members/Non-member price is \$40.00.

As a reference, there are multiple locations in the Green Bay area where swim lessons are taught.

- The YMCA offers year round swim lessons available to members and non-members. The registration fee for their progressive swim program for members is \$34.00 and for non-members the registration fee is \$62.00.
- Green Bay offers four summer sessions of swim lessons at three of their pools. The registration fee is \$20 for residents and \$30 for non-residents.
- Howard-Suamico Aquatics Department offers four summer sessions of swim lessons in the daytime and two sessions of evening swim lessons. Residents pay a fee of \$45 and non-residents pay a fee of \$55. There are also private lesson opportunities available.
- Ray & Joan Kroc Center offers swim lessons. The prices from swim lessons are not posted on-line.

¹ A review of usage statistics by the Fitness Center regarding the period from 1:00 p.m. to 4:00 p.m. has identified that prior to closure of during time period very few, if any, members of the Fitness Center utilized the pool.

Analysis

The proposed resolution alleges the Oneida Business Committee has taken specific action to prohibit swimming lessons from being available at the Fitness Center, and that such action is not in the best interest of children of Oneida members, possibly because affordable swimming lessons are unavailable in the area.

A review of the budget development process was presented in a legal opinion dated March 3, 2015, "Petition – Genskow – Budget Development." Nothing in that review identified any specific intent by the Oneida Business Committee except a prioritization of allocation of limited funds by direct reports who had the best knowledge of greatest needs. Members are encouraged to review that opinion in conjunction with this request.

A review of the Fitness Center activities identify that insufficient personnel are available to safely provide group swimming lessons. However, private lessons by individuals with flexible schedules are still available. The cost per half hour private lesson appears to be a reasonable price and lower than that offered in the surrounding area. In addition, there are at least seven public and public accessible swimming pools offering swimming lessons at a reasonable cost.

It appears that it may not be necessary for the Fitness Center to offer swimming lessons and to allocate funds for that type of activity to another educational health and safety activity within the Fitness Center.

Notwithstanding the above, it is within the authority of the General Tribal Council to direct that swimming lessons be offered. Such an action would be limited by the ability engage a sufficient number of employees in order to safely provide those lessons. This would potentially require additional funding, and/or increasing the hourly rate in order to attract qualified applicants. Given the inability to find interested qualified applicants, it may not be possible to offer swimming lessons. If this action requires additional funding, a two-thirds vote would be required, otherwise, a simple majority vote is all that is required.

If you have further questions, please contact me.

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above):

Additional signature (as needed):

Additional signature (as needed):

1) Save a copy of this form in a pdf format.

2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

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JAMES R. BITTORF
DEPUTY CHIEF COUNSEL
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PATRICIA M. STEVENS GARVEY
CAROYL J. LONG
KELLY M. MCANDREWS
MICHELLE L. MAYS

MEMORANDUM

TO: Oneida Business Committee
FROM: Jo Anne House, Chief Counsel
DATE: March 17, 2015
SUBJECT: Indian Child Welfare Act Policy Resolution



I have asked Attorney Michelle Mays to meet with the Child Protection Board and Social Services to get feedback regarding the above resolution. Attached is a memo from Attorney Mays regarding those responses.

In addition, further review of the resolution has led us to make amendments to the resolution to more clearly identify the intent and recent changes in the case law. I have attached a redlined version and a clean version of the proposed resolution.

If you have further questions, please contact me.

JO ANNE HOUSE, PHD
 CHIEF COUNSEL
 JAMES R. BITTORF
 DEPUTY CHIEF COUNSEL
 REBECCA M. WEBSTER, PHD
 SENIOR STAFF ATTORNEY

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(920) 869-4327

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MEMORANDUM

TO: Jo Anne House

FROM: Michelle L. Mays, Staff Attorney *MLM*

DATE: March 17, 2015

SUBJECT: Resolution: Indian Child Welfare Act Policy

After several meetings with the Indian Child Welfare workers, Vice-Chairwoman, Melinda Danforth, and the Oneida Child Protection Board, I have made some proposed changes to the Resolution entitled Indian Child Welfare Act Policy. Attached are the clean version as well as the redline so that you can see the amendments.

As one of the Staff Attorney's assigned to the Oneida Child Protection Board, they have asked me to share their specific concerns regarding the drafted Resolution. The Whereas statement that is redlined is done so at the request of the Oneida Child Protection Board. Because the Supreme Court's Decision in the Baby Girl case was very damaging to Indian tribes, the OCPB would prefer to leave out any reference to that case. In addition, they feel that the clause is just unnecessary.

In regards to the order of preference of placement for children, the Oneida Child Protection Board is not in agreement with subsection (e) Descendants. That inclusion was proposed by the Indian Child Welfare department as it becomes increasingly difficult to find Oneida related homes to place minor children in.

The Indian Child Welfare department would like to add fictive kin as a placement preference. The Oneida Child Protection Board objects to this inclusion. Fictive kin would be defined as a person or persons who, to the biological parents of the minor child at issue, have an emotional tie to that parent wherein they are like family. Such a statement would have to be testified to under oath to avoid parents just choosing close friends to place their children with.

In regards to paragraph (3) the Oneida Child Protection Board wishes to end that sentence at "in each case." They would prefer that the following be struck: "even if this creates a choice not to follow the placement preference listed above.

The Oneida Child Protection Board is also asking that paragraph 5 be removed altogether, again due to its reference to the Baby Girl case.

Lastly, the Oneida Child Protection Board is asking that the following be added as a new paragraph: "All adopted Oneida children shall have access to enrollment records to assist them in identifying their Tribal lineage."

If there are any questions regarding the comments listed above, I would be happy to explain them in more detail.

BC RESOLUTION # _____
Indian Child Welfare Act Policy

- WHEREAS,** the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government and a treaty Tribe recognized by the laws of the United States of America; and
- WHEREAS,** the Oneida General Tribal Council is the duly recognized governing body of the Oneida Tribe of Indians of Wisconsin; and
- WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section I of the Oneida Constitution by the Oneida General Tribal Council; and
- WHEREAS,** the Oneida Business Committee on September 25, 1981 passed Resolution # BC-9-25-81 which is entitled "Oneida Child Protective Board Ordinance"; and
- WHEREAS,** the September 25, 1981 resolution delegated the powers conferred upon the Tribe by the Congress of the United States under the Indian Child Welfare Act to the Oneida Child Protective Board; and
- WHEREAS,** the September 25, 1981 resolution, does not set forth the policy of the Oneida Tribe of Indians of Wisconsin to provide direction to the Oneida Child Protective Board for how the Board should approach such cases; and
- WHEREAS,** the Oneida Business Committee previously recognized in Resolution #BC-5-24-84-C that it took "steps to protect the best interests of children and to promote the stability and security of Indian tribes and families by establishing the Oneida Child Protective Board; and
- ~~**WHEREAS,** the recent United States Supreme Court in *Adoptive Couple vs. Baby Girl* (12-399), which was a voluntary termination of parental rights and adoption case, held that §1912(f) of the ICWA does not apply where the Indian parent never had custody of the Indian child, and that §1915(a)'s adoption placement preferences are inapplicable in cases where no alternative party has formally sought to adopt the child.~~
- WHEREAS,** the State of Wisconsin, on December 7, 2009 codified the Wisconsin Indian Child Welfare Act, which essentially mirrors the Indian Child Welfare Act and implements the minimum standards referenced in the Indian Child Welfare Act; and
- WHEREAS,** 25 U.S.C. §1915(c) (Indian Child Welfare Act) allows an Indian Tribe to establish a different order of placement preference for foster care placements and adoptive placements than those set out in §1915(a) and (b) of the Indian Child Welfare Act; and

WHEREAS, the Oneida Business Committee finds that it is ~~necessary~~critical for the protection of our Oneida children to establish a policy statement to provide direction to the Oneida Child Protective Board, Indian Child Welfare Workers, and the Oneida Law Office.

NOW THEREFORE BE IT RESOLVED, the Oneida Business Committee hereby sets forth the following as the Policy ~~statement~~ of the Oneida Tribe of Indians of Wisconsin as it pertains to the Indian Child Welfare Act: (ICWA) and the Wisconsin Indian Child Welfare Act (WICWA):

- 1) -The Oneida Tribe of Indians of Wisconsin shall intervene in all ICWA/WICWA cases involving children that are enrolled members or eligible for enrollment unless such intervention would be impracticable under the circumstances of the case as decided by the Oneida Child Protection Board.
- 2) The Oneida Tribe of Indians of Wisconsin hereby establishes the following as the placement preferences should it be necessary to place a child outside of the child's home:
 - (a) A member of the Child's immediate or extended family
 - (b) A family Clan member
 - (c) A member of the Oneida Tribe of Indians of Wisconsin
 - (d) A member of another federally recognized Tribe
 - (e) Descendants of the Oneida Tribe of Indians of Wisconsin
 - (f) Other person or persons not listed above as approved by the Oneida Child Protection Board.
- 1)3) The best interests of the child shall be paramount in each case, even if this creates a choice not to follow the placement preferences ~~within the Indian Child Welfare Act~~listed above.
- 2)4) Best interests of the child shall be defined as placement decisions that are made with the purpose of maintaining a cultural attachment for the child(ren) and with the ultimate goal of fostering and encouraging the child's happiness, security, mental health, and emotional development including maintaining a close and loving relationship with both parents as much as possible, ~~while also maintaining a cultural attachment if possible.~~
- 3)5) For cases where the parent(s) are voluntarily terminating their parental rights, if no family or other native home is available for adoptive placement, the Tribe shall not seek to intervene in that adoption proceeding pursuant to the holding in Adoptive Couple vs. Baby Girl as referenced above.

NOW THEREFORE BE IT FURTHER RESOLVED, all those who work with Indian Child Welfare Cases, including the Oneida Child Protective Board, the Social Services Department, and the Law Office shall be bound by and required to follow the above policy statement.

NOW THEREFORE BE IT FINALLY RESOLVED, that the Tribe shall continue to follow and adhere to Federal Law ~~and~~, Court opinions which interpret Federal Law, and the Bureau of Indian Affairs Guidelines which were effective February 25, 2015.

CERTIFICATION

BC RESOLUTION # _____
Indian Child Welfare Act Policy

- WHEREAS,** the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government and a treaty Tribe recognized by the laws of the United States of America; and
- WHEREAS,** the Oneida General Tribal Council is the duly recognized governing body of the Oneida Tribe of Indians of Wisconsin; and
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- WHEREAS,** the September 25, 1981 resolution, does not set forth the policy of the Oneida Tribe of Indians of Wisconsin to provide direction to the Oneida Child Protective Board for how the Board should approach such cases; and
- WHEREAS,** the Oneida Business Committee previously recognized in Resolution #BC-5-24-84-C that it took "steps to protect the best interests of children and to promote the stability and security of Indian tribes and families by establishing the Oneida Child Protective Board; and
- WHEREAS,** the State of Wisconsin, on December 7, 2009 codified the Wisconsin Indian Child Welfare Act, which essentially mirrors the Indian Child Welfare Act and implements the minimum standards referenced in the Indian Child Welfare Act; and
- WHEREAS,** 25 U.S.C. §1915(c) (Indian Child Welfare Act) allows an Indian Tribe to establish a different order of placement preference for foster care placements and adoptive placements than those set out in §1915(a) and (b) of the Indian Child Welfare Act; and
- WHEREAS,** the Oneida Business Committee finds that it is critical for the protection of our Oneida children to establish a policy statement to provide direction to the Oneida Child Protective Board, Indian Child Welfare Workers, and the Oneida Law Office.

NOW THEREFORE BE IT RESOLVED, the Oneida Business Committee hereby sets forth the following as the Policy of the Oneida Tribe of Indians of Wisconsin as it pertains to the Indian Child Welfare Act (ICWA) and the Wisconsin Indian Child Welfare Act (WICWA):

- 1) The Oneida Tribe of Indians of Wisconsin shall intervene in all ICWA/WICWA cases involving children that are enrolled members or eligible for enrollment unless such intervention would be impracticable under the circumstances of the case as decided by the Oneida Child Protection Board.
- 2) The Oneida Tribe of Indians of Wisconsin hereby establishes the following as the placement preferences should it be necessary to place a child outside of the child's home:
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 - (d) A member of another federally recognized Tribe
 - (e) Descendants of the Oneida Tribe of Indians of Wisconsin
 - (f) Other person or persons not listed above as approved by the Oneida Child Protection Board.
- 3) The best interests of the child shall be paramount in each case, even if this creates a choice not to follow the placement preferences listed above.
- 4) Best interests of the child shall be defined as placement decisions that are made with the purpose of maintaining a cultural attachment for the child(ren) and with the ultimate goal of fostering and encouraging the child's happiness, security, mental health, and emotional development including maintaining a close and loving relationship with both parents as much as possible.
- 5) For cases where the parent(s) are voluntarily terminating their parental rights, if no family or other native home is available for adoptive placement, the Tribe shall not seek to intervene in that adoption proceeding pursuant to the holding in *Adoptive Couple vs. Baby Girl* as referenced above.

NOW THEREFORE BE IT FURTHER RESOLVED, all those who work with Indian Child Welfare Cases, including the Oneida Child Protective Board, the Social Services Department, and the Law Office shall be bound by and required to follow the above policy statement.

NOW THEREFORE BE IT FINALLY RESOLVED, that the Tribe shall continue to follow and adhere to Federal Law, Court opinions which interpret Federal Law, and the Bureau of Indian Affairs Guidelines which were effective February 25, 2015.

CERTIFICATION

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1. Meeting Date Requested: 03 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above):

Name, Title / Dept. or Tribal Member

Additional signature (as needed):

Name, Title / Dept.

Additional signature (as needed):

Name, Title / Dept.

1) Save a copy of this form in a pdf format.

2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

Memo

To: Oneida Business Committee

From: Lisa Summers, Tribal Secretary

Date: March 12, 2015

Re: E-Poll Request approval of Limited Waiver of Sovereign Immunity – Anthem Blue Cross Blue Shield Contract

E-Poll Date: March 11, 2015

Purpose: Request approval of the Limited Waiver of Sovereign Immunity – Anthem Blue Cross Blue Shield Contract. This item was on the March 11, 2015 BC agenda but due to the cancellation of the Business Committee meeting an e-poll is necessary.

E-Poll Results (votes)

Support: Patricia King, Tehassi Hill, Jennifer Webster, Melinda Danforth, Fawn Billie, Brandon Stevens

April Skenandore

From: April Skenandore
Sent: Wednesday, March 11, 2015 3:36 PM
To: Brandon L. Yellowbird-Stevens; Cristina S. Danforth; Fawn J. Billie; Jennifer A. Webster; Lisa M. Summers; Melinda J. Danforth; Patricia M. King; Ronald W. Hill
Cc: Mari J. Kriescher; Brian A. Doxtator; Danelle A. Wilson; Fawn L. Cottrell; Jacob S. Metoxen; Jessica L. Wallenfang; Lisa A. Liggins; Mary C. Graves; Rhiannon R. Metoxen
Subject: RESULTS: Epoll - Approve Limited Waiver of Sovereign Immunity - Anthem Blue Cross Blue Shield Contract
Attachments: 13.A. Approve Limited Waiver of Sovereign Immunity - Anthem Blue Cross B....pdf

Good Afternoon:

E-POLL RESULTS

The e-poll request for approval of the Limited Waiver of Sovereign Immunity – Anthem Blue Cross Blue Shield Contract (attached) is approved. This item will be placed on the March 25, 2015 BC agenda. Listed below is the results:

Support: Patricia King, Tehassi Hill, Jennifer Webster, Melinda Danforth, Fawn Billie, Brandon Stevens

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

United Healthcare Insurance Contract 2014-0648

Agenda Header (choose one): New Business/Request

Agenda item title (see instructions):

United Healthcare Insurance Contract 2014-0648

Action requested (choose one)

Information only

Action - please describe:

Approve United Healthcare Insurance Contract 2014-0648

3. Justification

Why BC action is required (see instructions):

Law Office indicates the OBC needs to approve the contract

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Debbie Danforth, Division Director/Operations

Requestor (if different from above): Jeffrey R Carlson

Name, Title / Dept. or Tribal Member

Additional signature (as needed):

Name, Title / Dept.

Additional signature (as needed):

Name, Title / Dept.

- 1) Save a copy of this form in a pdf format.
- 2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO: Maria J. Doxtator-Alfaro
Oneida Health Center

Use this number on future correspondence:

2014-0648

FROM: Kelly M. McAndrews, Staff Attorney *KMM*

DATE: February 2, 2015

RE: United HealthCare Insurance Company-Medical
Group Participation Agreement (revised)

<i>Purchasing Department Use</i>
<input type="checkbox"/> Contract Approved
<input checked="" type="checkbox"/> Contract Not Approved
<i>(see attached explanation)</i>

If you have any questions or comments regarding this review, please call 869-4327.

The attached *revised* agreement, contract, policy and/or guaranty has been re-reviewed by the Oneida Law Office for legal content only. Please note the following:

- ✓ Requires Business Committee approval prior to execution, because the Agreement contains possible waivers of sovereign immunity.

It is my understanding there has been in-depth discussion with United Health Care (UHC) regarding this agreement. UHC has agreed to sign the agreement and the IHS Model QHP, but will not agree to any other changes.

Even with the Model QHP, the Agreement binds the division to the Wisconsin Regulatory Requirements Appendix (with Exhibit A). Additionally, the Agreement subjects the division to the terms of the State Medicaid Contract through the Wisconsin Badgercare Plus and Medicaid SSI Regulatory Requirements Appendix. The requirements are likely waivers of sovereign immunity.



September 26, 2014

Oneida Tribe of Indians of Wisconsin
Cindy Mooren
PO Box 365
Oneida, WI 54155

Dear Cindy,

Please find enclosed revised copies of the Medical Group Participation Agreement proposal between UnitedHealthcare of Wisconsin, Inc. and Oneida Tribe of Indians of Wisconsin.

If you are in agreement with this proposal, please **sign, date and return the three (3) original copies to my attention.** In order to meet a 12/01/201 effective date, I will need the contracts returned to me no later than Friday, October 24, 2014.

We look forward to your participation with UnitedHealthcare and in maintaining a positive working relationship with you. Please feel free to contact me with any questions or concerns at 414-443-4189.

Sincerely,

A handwritten signature in black ink that reads "Khanh Nguyen" followed by a horizontal line.

Khanh Nguyen
Network Account Manager
UnitedHealthcare of Wisconsin, Inc.
10701 West Research Drive
Wauwatosa, WI 53226

Medical Group Participation Agreement

This Agreement is entered into by and between UnitedHealthcare Insurance Company, contracting on behalf of itself, UnitedHealthcare of Wisconsin, Inc. and the other entities that are United's Affiliates (collectively referred to as "United"), and Oneida Tribe of Indians of Wisconsin ("Medical Group").

This Agreement is effective on the later of the following dates (the "Effective Date"):

- i) 12/01/2014 or
- ii) the first day of the first calendar month that begins at least 30 days after the date when this Agreement has been executed by all parties.

Through contracts with physicians and other providers of health care services, United maintains one or more networks of providers that are available to Customers. Medical Group is a provider of health care services.

United wishes to arrange to make Medical Group's services available to Customers. Medical Group wishes to provide such services, under the terms and conditions set forth in this Agreement.

The parties therefore enter into this Agreement.

Article I. **Definitions**

The following terms when used in this Agreement have the meanings set forth below:

- 1.1 Benefit Plan** means a certificate of coverage, summary plan description, or other document or agreement, whether delivered in paper, electronic, or other format, under which a Payer is obligated to provide coverage of Covered Services for a Customer.
- 1.2 Covered Service** is a health care service or product for which a Customer is entitled to receive coverage from a Payer, pursuant to the terms of the Customer's Benefit Plan with that Payer.
- 1.3 Customary Charge** is the fee for health care services charged by Medical Group that does not exceed the fee Medical Group would ordinarily charge another person regardless of whether the person is a Customer.
- 1.4 Customer** is a person eligible and enrolled to receive coverage from a Payer for Covered Services.
- 1.5 Medical Group Physician** is a Doctor of Medicine ("M.D."), or a Doctor of Osteopathy ("D.O."), duly licensed and qualified under the laws of the jurisdiction in which Covered Services are provided, who practices as a shareholder, partner, or employee of Medical Group, or who practices as a subcontractor of Medical Group. However, a subcontractor of Medical Group is a Medical Group Physician only with regard to services rendered to patients of Medical Group and billed under Medical Group's tax identification number. Additionally, a subcontractor is not a Medical Group Physician with regard to any services rendered in a physician's office other than those locations listed in Appendix 1.

- 1.6 Medical Group Non-Physician Provider** is a surgical assistant, physician assistant, nurse practitioner, physical therapist, occupational therapist, speech therapist, mental health provider, or licensed social worker, who is duly authorized under the laws of the jurisdiction in which Covered Services are provided, and who renders Covered Services as an employee or subcontractor of Medical Group. However, a subcontractor of Medical Group is a Medical Group Non-Physician Provider only with regard to services rendered to patients of Medical Group and billed under Medical Group's tax identification number. Additionally, a subcontractor is not a Medical Group Non-Physician Provider with regard to any services rendered in a physician's office other than those locations listed in Appendix 1.
- 1.7 Medical Group Professional** is a Medical Group Physician or a Medical Group Non-Physician Provider.
- 1.8 Payment Policies** are the guidelines adopted by United for calculating payment of claims under this Agreement. The Payment Policies may change from time to time as discussed in section 7.4 of this Agreement.
- 1.9 Payer** is an entity obligated to a Customer to provide reimbursement for Covered Services under the Customer's Benefit Plan, and authorized by United to access Medical Group's services under this Agreement.
- 1.10 Protocols** are the programs, protocols and administrative procedures adopted by United or a Payer to be followed by Medical Group in providing services and doing business with United and Payers under this Agreement. These Protocols may include, among other things, credentialing and recredentialing processes, utilization management and care management processes, quality improvement, peer review, Customer grievance, concurrent review, or other similar United or Payer programs. The Protocols may change from time to time as discussed in section 5.4 of this Agreement.
- 1.11 United's Affiliates** are those entities controlling, controlled by, or under common control with UnitedHealthcare Insurance Company.

Article II.

Representations and Warranties

- 2.1 Representations and Warranties of Medical Group.** Medical Group, by virtue of its execution and delivery of this Agreement, represents and warrants as follows:
- i) Medical Group is a duly organized and validly existing legal entity in good standing under the laws of its jurisdiction of organization.
 - ii) Medical Group has all requisite corporate power and authority to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Medical Group have been duly and validly authorized by all action necessary under its organizational documents and applicable corporate law.
 - iii) The execution, delivery and performance of this Agreement by Medical Group do not and will not violate or conflict with (a) the organizational documents of Medical Group, (b) any material agreement or instrument to which Medical Group is a party or by which Medical Group or any material part of its property is bound, or (c) applicable law.

Medical Group has the unqualified authority to bind, and does bind, itself and Medical Group Professionals to all of the terms and conditions of this Agreement, including any Appendices, Attachments and Exhibits, as applicable.

- iv) Medical Group has obtained and holds all registrations, permits, licenses, and other approvals and consents, and has made all filings, that it is required to obtain from or make with all governmental entities under applicable law in order to conduct its business as presently conducted and to enter into and perform its obligations under this Agreement.
- v) Medical Group has been given an opportunity to review the Protocols and Payment Policies. See the Additional Manuals Appendix for additional information regarding the Protocols and Payment Policies applicable to Customers enrolled in certain Benefit Plans.
- vi) Each submission of a claim by Medical Group pursuant to this Agreement shall be deemed to constitute the representation and warranty by it to United that (a) the representations and warranties of it set forth in this section 2.1 and elsewhere in this Agreement are true and correct as of the date the claim is submitted, (b) it has complied with the requirements of this Agreement with respect to the Covered Services involved and the submission of such claim, (c) the charge amount set forth on the claim is the Customary Charge and (d) the claim is a valid claim.

2.2 Representations and Warranties of United. United, by virtue of its execution and delivery of this Agreement, represents and warrants as follows:

- i) United is a duly organized and validly existing legal entity in good standing under the laws of its jurisdiction of organization.
- ii) United has all requisite corporate power and authority to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by United have been duly and validly authorized by all action necessary under its organizational documents and applicable corporate law.
- iii) The execution, delivery and performance of this Agreement by United do not and will not violate or conflict with (a) the organizational documents of United, (b) any material agreement or instrument to which United is a party or by which United or any material part of its property is bound, or (c) applicable law.
- iv) United has obtained and holds all registrations, permits, licenses, and other approvals and consents, and has made all filings, that it is required to obtain from or make with all governmental entities under applicable law in order to conduct its business as presently conducted and to enter into and perform its obligations under this Agreement.

Article III.

Applicability of this Agreement

3.1 Medical Group's Services. This Agreement applies to Medical Group's practice locations set forth in Appendix 1. In the event Medical Group begins providing services at other locations (either by opening such locations itself, or by acquiring, merging or coming under common ownership and control with an existing provider of services that was not already under contract

with United or one of United's Affiliates to participate in a network of health care providers), such additional locations will become subject to this Agreement 30 days after United receives the notice required under section 5.7(v) of this Agreement.

In the event Medical Group acquires or is acquired by, merges with, or otherwise becomes affiliated with another provider of health care services that is already under contract with United or one of United's Affiliates to participate in a network of health care providers, this Agreement and the other agreement will each remain in effect and will continue to apply as they did prior to the acquisition, merger or affiliation, unless otherwise agreed to in writing by all parties to such agreements.

Medical Group may transfer all or some of its assets to another entity, if the result of such transfer would be that all or some of the Covered Services subject to this Agreement will be rendered by the other entity rather than by Medical Group, but only if Medical Group requests that United approve the assignment of this Agreement as it relates to those Covered Services and only if the other entity agrees to assume this Agreement. This paragraph does not limit United's right under section 10.4 of this Agreement to elect whether to approve the assignment of this Agreement.

3.2 Payers and Benefit Plan types. United may allow Payers to access Medical Group's services under this Agreement for the Benefit Plan types described in Appendix 2. Appendix 2 may be modified by United upon 30 days written or electronic notice.

3.3 Services not covered under a Benefit Plan. This Agreement does not apply to services not covered under the applicable Benefit Plan. Medical Group may seek and collect payment from a Customer for such services, provided that the Medical Group first obtain the Customer's written consent.

This section does not authorize Medical Group to bill or collect from Customers for Covered Services for which claims are denied or otherwise not paid. That issue is addressed in sections 7.5 and 7.8 of this Agreement.

3.4 Patients who are not Customers. This Agreement does not apply to services rendered to patients who are not Customers at the time the services were rendered. Section 7.6 of this Agreement addresses circumstances in which claims for services rendered to such persons are inadvertently paid by a Payer.

3.5 Health Care. Medical Group acknowledges that this Agreement and Customer Benefit Plans do not dictate the health care provided by Medical Group or Medical Group Professionals, or govern Medical Group's or Medical Group Professional's determination of what care to provide its patients, even if those patients are Customers. The decision regarding what care is to be provided remains with Medical Group Professionals and with Customers, and not with United or any Payer.

3.6 Communication with Customers. Nothing in this Agreement is intended to limit Medical Group's or Medical Group Professional's right or ability to communicate fully with a Customer regarding the Customer's health condition and treatment options. Medical Group and Medical Group Professionals are free to discuss all treatment options without regard to whether or not a given option is a Covered Service. Medical Group and Medical Group Professionals are free to discuss with a Customer any financial incentives Medical Group may have under this Agreement, including describing at a general level the payment methodologies contained in this Agreement.

Article IV.

Participation of Medical Group Professionals in United's Network

- 4.1 Medical Group Professionals as Participating Providers.** Except as described under section 4.2, all Medical Group Professionals will participate in United's network. Medical Group has the authority to bind, and will bind, all new Medical Group Professionals to the obligations of this Agreement.
- 4.2 Medical Group Professionals who are not Participating Providers.** The following Medical Group Professionals are not participating providers in United's network:
- i) A Medical Group Physician (or a Medical Group Non-Physician Provider, in the event such provider is of a provider type that United credentials) who has been denied participation in United's credentialing program, whose credentialing application has not been submitted, or whose credentialing application remains pending; or
 - ii) A Medical Group Professional who has been terminated from participation in United's network pursuant to section 4.5 of this Agreement.
- 4.3 Credentialing.** Medical Group and Medical Group Physicians will participate in and cooperate with United's credentialing program. Medical Group Non-Physician Providers will participate in and cooperate with United's credentialing program to the extent such Medical Group Non-Physician Providers are subject to credentialing by United.
- 4.4 New Medical Group Professionals.** Medical Group will notify United at least 30 days before a physician becomes a Medical Group Physician. In the event that the Medical Group's agreement with the new Medical Group Physician provides for a starting date that would make it impossible for Medical Group to provide 30 days advance notice to United, then Medical Group will give notice to United within five business days after reaching agreement with the new Medical Group Physician. In either case, the new Medical Group Physician will submit and complete a credentialing application to United within 30 days of the new Medical Group Physician's agreement to join Medical Group, unless the new Medical Group Physician already has been credentialed by United and is already a participant in United's network.

The requirements of this section 4.4 also apply to new Medical Group Non-Physician Providers who are subject to credentialing by United.

- 4.5 Termination of a Medical Group Professional from United's Network.** United may terminate a Medical Group Professional's participation in United's network, without terminating this Agreement, immediately upon becoming aware of any of the following:
- i) material breach of this Agreement that is not cured by Medical Group Professional within 30 days after United provided notice to Medical Group of the breach;
 - ii) the suspension, revocation, condition, limitation, qualification or other material restriction on a Medical Group Professional's licenses, certifications and permits by any government agency under which the Medical Group Professional is authorized to provide health care services;

- iii) the suspension, revocation, condition, limitation, qualification or other material restriction of a Medical Group Physician's staff privileges at any licensed hospital, nursing home or other facility at which the Medical Group Physician has staff privileges during the term of this Agreement;
- iv) an indictment, arrest or conviction for a felony, or for any criminal charge related to the practice of Medical Group Professional's profession;
- v) a sanction imposed by any governmental agency or authority, including Medicare or Medicaid; or
- vi) pursuant to United's Credentialing Plan.

United will notify Medical Group of the Medical Group Professional's termination according to the notice provision set forth in section 10.8 of this Agreement.

- 4.6 Covered Services by Medical Group Professionals who are not Participating Providers.** Medical Group will staff its service locations so that Covered Services can appropriately be rendered to Customers by Medical Group Professionals who participate in United's network. A Medical Group Professional who does not participate in United's network, pursuant to section 4.2 of this Agreement, will not render Covered Services to a Customer.

In the event Covered Services are rendered by a Medical Group Professional who does not participate in United's network, Medical Group and the Medical Group Professional will not submit a claim or other request for payment to United or Payer, and will not seek or accept payment from the Customer.

Article V.

Duties of Medical Group

- 5.1 Provide Covered Services.** Medical Group will provide Covered Services to Customers.
- 5.2 Nondiscrimination.** Medical Group will not discriminate against any patient, with regard to quality of service or accessibility of services, on the basis that the patient is a Customer. Medical Group will not require a Customer to pay a "membership fee" or other fee in order to access Medical Group for Covered Services (except for co-payments, coinsurance and/or deductibles provided for under Customer's Benefit Plan) and will not discriminate against any Customer based on the failure to pay such a fee.
- 5.3 Accessibility.** Medical Group will provide or arrange for the provision of advice and assistance to Customers in emergency situations 24 hours a day, seven days a week.
- 5.4 Cooperation with Protocols.** Medical Group will cooperate with and be bound by United's and Payers' Protocols. The Protocols include but are not limited to all of the following:
- i) Medical Group will use reasonable commercial efforts to direct Customers only to other providers that participate in United's network, except as otherwise authorized by United or Payer.

- ii) If the Customer’s Benefit Plan requires the Customer to receive certain Covered Services from or upon referral by a primary care physician, all referral physicians must adhere to the following additional protocols when those Covered Services are provided:
 - a) Notify Customer’s primary care physician of referrals to other participating or non-participating providers.
 - b) Covered Services must be provided pursuant to the terms and limitations of the referral notification issued by or on behalf of the Customer’s primary care physician.
 - c) If the Medical Group Physician providing the Covered Services is a referral physician, the Medical Group Physician must also notify the Customer’s primary care physician of all admissions in accordance with the required time frames.
- iii) Medical Group will provide notification for certain Covered Services, accept and return telephone calls from United staff, and respond to United requests for clinical information, as required by United or Payer as described in the Protocols.

The Protocols will be made available to Medical Group online or upon request. Some or all Protocols also may be disseminated in the form of an administrative manual or guide or in other communications.

United may change the Protocols from time to time. United will use reasonable commercial efforts to inform Medical Group at least 30 days in advance of any material changes to the Protocols. United may implement changes in the Protocols without Medical Group’s consent if such change is applicable to all or substantially all of the medical groups in United’s network located in the same state as Medical Group and that practice the same specialty as Medical Group. Otherwise, changes to the Protocols proposed by United to be applicable to Medical Group are subject to the terms of section 10.2 of this Agreement that are applicable to amendments.

5.5 Licensure. Medical Group and Medical Group Professionals will maintain, without material restriction, such licensure, registration, and permits as are necessary to enable Medical Group and Medical Group Professionals to lawfully perform this Agreement.

5.6 Liability Insurance. Medical Group will assure that Medical Group and all Medical Group Professionals are covered by liability insurance. Except to the extent coverage is a state mandated placement, the liability coverage must be placed with responsible, financially sound insurance carriers authorized or approved to write coverage in the state in which the Covered Services are provided. The liability insurance shall be, at a minimum, of the types and in the amounts set forth below. Medical malpractice insurance shall be either occurrence or claims made with an extended period reporting option. Prior to the Effective Date of this Agreement and within 10 days of each policy renewal thereafter, Medical Group shall submit to United in writing evidence of insurance coverage.

TYPE OF INSURANCE	MINIMUM LIMITS
Medical malpractice and/or professional liability insurance	Three Million Dollars (\$3,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) aggregate, if Medical Group insures all Medical Group Professionals in a single policy

	This insurance requirement will also be satisfied if the Medical Group insures each Medical Group Professional separately, and the coverage for each Medical Group Professional is at least One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate
Commercial general and/or umbrella liability insurance	One Million Dollars (\$1,000,000.00) per occurrence and aggregate

In lieu of purchasing the insurance coverage required in this section, Medical Group may, with the prior written approval of United, self-insure its medical malpractice and/or professional liability, as well as its commercial general liability. Medical Group shall maintain a separate reserve for its self-insurance. If Medical Group will use the self-insurance option described in this paragraph, Medical Group will provide to United, prior to the Effective Date, a statement verified by an independent auditor or actuary that its reserve funding levels and process of funding appears adequate to meet the requirements of this section and fairly represents the financial condition of the fund. Medical Group will provide a similar statement during the term of this Agreement upon United's request, which will be made no more frequently than annually. Medical Group will assure that its self-insurance fund will comply with applicable laws and regulations.

5.7 Notice. Medical Group will give notice to United within 10 days after any event that causes Medical Group to be out of compliance with section 5.5 or 5.6 of this Agreement, or of any change in Medical Group's name, ownership, control, or Taxpayer Identification Number. This section does not apply to changes of ownership or control that result in Medical Group being owned or controlled by an entity with which it was already affiliated prior to the change. In addition, Medical Group will give written notice to United within 10 days after it learns of any of the following:

- i) any suspension, revocation, condition, limitation, qualification or other material restriction on a Medical Group Professional's licenses, certifications and permits by any government agency under which a Medical Group Professional is authorized to provide health care services;
- ii) any suspension, revocation, condition, limitation, qualification or other material restriction of a Medical Group Physician's staff privileges at any licensed hospital, nursing home or other facility at which a Medical Group Physician has staff privileges during the term of this Agreement;
- iii) indictment, arrest or conviction of a Medical Group Professional for a felony, or for any criminal charge related to the practice of the Medical Group Professional's profession;
- iv) the departure of any Medical Group Professional from Medical Group; or
- v) any changes to the information contained in Appendix 1.

5.8 Customer consent to release of Medical Record Information. Medical Group will obtain any Customer consent required in order to authorize Medical Group to provide access to requested information or records as contemplated in section 5.9 of this Agreement, including copies of the Medical Group's medical records relating to the care provided to Customer.

- 5.9 Maintenance of and Access to Records.** Medical Group will maintain adequate medical, financial and administrative records related to Covered Services rendered by Medical Group under this Agreement, including claims records, for at least 6 years following the end of the calendar year during which the Covered Services are provided, unless a longer retention period is required by applicable law.

Medical Group will provide access to these records as follows:

- i) to United or its designees, in connection with United's utilization management/ care management, quality assurance and improvement and for claims payment and other administrative obligations, including reviewing Medical Group's compliance with the terms and provisions of this Agreement and appropriate billing practice. Medical Group will provide access during ordinary business hours within fourteen days after a request is made, except in cases of a United audit involving a fraud investigation or the health and safety of a Customer (in which case, access shall be given within 48 hours after the request) or of an expedited Customer appeal or grievance (in which case, access will be given so as to enable United to reasonably meet the timelines for determining the appeal or grievance); and
- ii) to agencies of the government, in accordance with applicable law, to the extent such access is necessary to comply with regulatory requirements applicable to Medical Group, United, or Payers.

Medical Group will cooperate with United on a timely basis in connection with any such audit including, among other things, in the scheduling of and participation in an audit exit interview within 30 days of United's request.

If such information and records are requested by United, Medical Group shall provide copies of such records free of charge.

- 5.10 Access to Data.** Medical Group represents that in conducting its operations, it collects and reviews certain quality data relating to care rendered by Medical Group that is reported in a manner which has been validated by a third party as having a clear, evidence-based link to quality or safety (e.g., AHRQ standards) or which has been created by employer coalitions as proxies for quality (e.g., Leapfrog standards).

United recognizes that Medical Group has the sole discretion to select the metrics which it will track from time to time and that Medical Group's primary goal in so tracking is to advance the quality of patient care. If the information that Medical Group chooses to report on is available in the public domain in a format that includes all data elements required by United, United will obtain quality information directly from the source to whom Medical Group reported. If the Medical Group does not report metrics in the public domain, on a quarterly basis, Medical Group will share these metrics with United as tracked against a database of all commercial patients (including patients who are not United customers). United may publish this data to entities to which United renders services or seeks to render services, and to Customers.

- 5.11 Compliance with law.** Medical Group will comply with applicable regulatory requirements, including but not limited to those relating to confidentiality of Customer medical information.

- 5.12 Electronic connectivity.** When made available by United, Medical Group will do business with United electronically. Medical Group will use www.unitedhealthcareonline.com to check eligibility status, claims status, and submit requests for claims adjustments for Customers enrolled

in products supported by www.unitedhealthcareonline.com. Medical Group agrees to use www.unitedhealthcareonline.com for additional functionalities (for instance, notification of admission) after United informs Medical Group that such functionalities have become available for the applicable Customer.

- 5.13 Employees and subcontractors.** Medical Group will assure that its employees, affiliates and any individuals or entities subcontracted by Medical Group to render services in connection with this Agreement adhere to the requirements of this Agreement. The use of employees, affiliates or subcontractors to render services in connection with this Agreement will not limit Medical Group's obligations and accountability under this Agreement with regard to such services.

For laboratory services, Medical Group will only be reimbursed for services that Medical Group is certified through the Clinical Laboratory Improvement Amendments (CLIA) to perform, and Medical Group must not bill Customers for any laboratory services for which Medical Group lacks CLIA certification.

Article VI.

Duties of United and Payers

- 6.1 Payment of Claims.** As described in further detail in Article VII of this Agreement, Payers will pay Medical Group for rendering Covered Services to Customers.
- 6.2 Liability Insurance.** United will procure and maintain professional and general liability insurance and other insurance, as United reasonably determines may be necessary, to protect United and United's employees against claims, liabilities, damages or judgments that arise out of services provided by United or United's employees under this Agreement.
- 6.3 Licensure.** United will maintain, without material restriction, such licensure, registration, and permits as are necessary to enable United to lawfully perform this Agreement.
- 6.4 Notice.** United will give written notice to Medical Group within 10 days after any event that causes United to be out of compliance with section 6.2 or 6.3 of this Agreement, or of any change in United's name, ownership, control, or Taxpayer Identification Number. This section does not apply to changes of ownership or control that result in United being owned or controlled by an entity with which it was already affiliated prior to the change.
- 6.5 Compliance with law.** United will comply with applicable regulatory requirements, including but not limited to those relating to confidentiality of Customer medical information and those relating to prompt payment of claims, to the extent those requirements are applicable.
- 6.6 Electronic connectivity.** United will do business with Medical Group electronically by providing eligibility status, claims status, and accepting requests for claim adjustments, for those products supported by www.unitedhealthcareonline.com. United will communicate enhancements in www.unitedhealthcareonline.com functionality as they become available, as described in Section 5.12, and will make information available as to which products are supported by www.unitedhealthcareonline.com.
- 6.7 Employees and subcontractors.** United will assure that its employees, affiliates and any individuals or entities subcontracted by United to render services in connection with this Agreement adhere to the requirements of this Agreement. The use of employees, affiliates or

subcontractors to render services in connection with this Agreement will not limit United's obligations and accountability under this Agreement with regard to such services.

Article VII.

Submission, Processing, and Payment of Claims

7.1 Form and content of claims. Medical Group must submit claims for Covered Services in a manner and format prescribed by United, as further described in the Protocols. Unless otherwise directed by United, Medical Group shall submit claims using current CMS 1500 form or its successor for paper claims and HIPAA standard professional or institutional claim formats for electronic claims, as applicable, with applicable coding including, but not limited to, ICD, CPT, Revenue and HCPCS coding.

Medical Group will submit claims only for services performed by Medical Group or Medical Group staff. Pass through billing is not payable under this Agreement.

7.2 Electronic filing of claims. Within six months after the Effective Date of this Agreement, Medical Group will use electronic submission for all of its claims under this Agreement that United is able to accept electronically.

7.3 Time to file claims. All information necessary to process a claim must be received by United no more than 90 days from the date that Covered Services are rendered. In the event United requests additional information in order to process the claim, Medical Group will provide such additional information within 90 days of United's request. If Payer is not the primary payer, and Medical Group is pursuing payment from the primary payer, the 90 day filing limit will begin on the date Medical Group receives the claim response from the primary payer.

7.4 Payment of claims. Payer will pay claims for Covered Services according to the lesser of Medical Group's Customary Charge or the applicable fee schedule (as further described in the Payment Appendix(ices) to this Agreement), and in accordance with Payment Policies.

Claims for Covered Services subject to coordination of benefits will be paid in accordance with the Customer's Benefit Plan and applicable law.

The obligation for payment under this Agreement is solely that of Payer, and not that of United unless United is the Payer.

Ordinarily, fee amounts listed in the Payment Appendix(ices) are based upon primary fee sources. United reserves the right to use gap-fill fee sources where primary fee sources are not available.

United routinely updates its fee schedule in response to additions, deletions, and changes to CPT codes by the American Medical Association, price changes for immunizations and injectable medications, and in response to similar changes (additions and revisions) to other service coding and reporting conventions that are widely used in the health care industry, such as those maintained by the Centers for Medicare and Medicaid Services (for example HCPCS, etc.).

Ordinarily, United's fee schedule is updated using similar methodologies for similar services. United will not generally attempt to communicate routine maintenance of this nature and will generally implement updates within 90 days from the date of publication.

United will give Medical Group 90 days written or electronic notice of non-routine fee schedule changes which will substantially alter the overall methodology or reimbursement level of the fee schedule. In the event such changes will reduce Medical Group's overall reimbursement under this Agreement, Medical Group may terminate this Agreement by giving 60 days written notice to United, provided that the notice is given by Medical Group within 30 days after the notice of the fee schedule change.

United will make its Payment Policies available to Medical Group online or upon request. United may change its Payment Policies from time to time.

- 7.5 Denial of Claims for Not Following Protocols, Not Filing Timely or Lack of Medical Necessity.** Payment may be denied in whole or in part if Medical Group does not comply with a Protocol or does not file a timely claim under section 7.3 of this Agreement. Payment may also be denied for services provided that are determined by United to be medically unnecessary, and Medical Group may not bill the Customer for such services unless the Customer has, with knowledge of United's determination of a lack of medical necessity, agreed in writing to be responsible for payment of those charges.

In the event that payment of a claim is denied for lack of notification or for untimely filing, the denial will be reversed if Medical Group appeals within 12 months after the date of denial and can show all of the following:

- i) that, at the time the Protocols required notification or at the time the claim was due, Medical Group did not know and was unable to reasonably determine that the patient was a Customer,
- ii) that Medical Group took reasonable steps to learn that the patient was a Customer, and
- iii) that Medical Group promptly provided notification, or filed the claim, after learning that the patient was a Customer.

- 7.6 Retroactive Correction of Information Regarding Whether Patient Is a Customer.** Prior to rendering services, Medical Group will ask the patient to present his or her Customer identification card. In addition, Medical Group may contact United to obtain the most current information on the patient as a Customer.

However, Medical Group acknowledges that such information provided by United is subject to change retroactively, under the following circumstances: (i) if United has not yet received information that an individual is no longer a Customer; (ii) if the individual's Benefit Plan is terminated retroactively for any reason including, but not limited to, non-payment of premium; (iii) as a result of the Customer's final decision regarding continuation of coverage pursuant to state and federal laws; or (iv) if eligibility information United receives is later proven to be false.

If Medical Group provides health care services to an individual, and it is determined that the individual was not a Customer at the time the health care services were provided, those services shall not be eligible for payment under this Agreement and any claims payments made with regard to such services may be recovered as overpayments under the process described in section 7.10 of this Agreement. Medical Group may then directly bill the individual, or other responsible party, for such services.

7.7 Payment under this Agreement is Payment in Full. Payment as provided under section 7.4 of this Agreement, together with any co-payment, deductible or coinsurance for which the Customer is responsible under the Benefit Plan, is payment in full for a Covered Service. Medical Group will not seek to recover, and will not accept any payment from Customer, United, Payer or anyone acting in their behalf, in excess of payment in full as provided in this section 7.7, regardless of whether such amount is less than Medical Group's billed charge or Customary Charge.

7.8 Customer Hold Harmless. Medical Group will not bill or collect payment from the Customer, or seek to impose a lien, for the difference between the amount paid under this Agreement and Medical Group's billed charge or Customary Charge, or for any amounts denied or not paid under this Agreement due to:

- i) Medical Group's failure to comply with the Protocols,
- ii) Medical Group's failure to file a timely claim,
- iii) Payer's Payment Policies,
- iv) inaccurate or incorrect claim processing,
- v) insolvency or other failure by Payer to maintain its obligation to fund claims payments, if Payer is United, or is an entity required by applicable law to assure that its Customers not be billed in such circumstances, or
- vi) a denial based on medical necessity or prior authorization, except as permitted under section 7.5.

This obligation to refrain from billing Customers applies even in those cases in which Medical Group believes that United or Payer has made an incorrect determination. In such cases, Medical Group may pursue remedies under this Agreement against United or Payer, as applicable, but must still hold the Customer harmless.

In the event of a default by a Payer other than those Payers covered by the above clause v), Medical Group may seek payment directly from the Payer or from Customers covered by that Payer. However, Medical Group may do so only if it first inquires in writing to United as to whether the Payer has defaulted and, in the event that United confirms that Payer has defaulted (which confirmation will not be unreasonably withheld), Medical Group then gives United 15 days prior written notice of Medical Group's intent to seek payment from Payer or Customers. For purposes of this paragraph, a default is a systematic failure by a Payer to fund claims payments related to Customers covered through that Payer; a default does not occur in the case of a dispute as to whether certain claims should be paid or the amounts that should be paid for certain claims.

This section 7.8 and section 7.7 will survive the termination of this Agreement, with regard to Covered Services rendered prior to when the termination takes effect.

- 7.9 Consequences for Failure to Adhere to Customer Protection Requirements.** If Medical Group collects payment from, brings a collection action against, or asserts a lien against a Customer for Covered Services rendered (other than for the applicable co-payment, deductible or coinsurance), contrary to section 7.7 or 7.8 of this Agreement, Medical Group shall be in breach of this Agreement. This section 7.9 will apply regardless of whether Customer or anyone purporting to act on Customer's behalf has executed a waiver or other document of any kind purporting to allow Medical Group to collect such payment from Customer.

In the event of such a breach, Payer may deduct, from any amounts otherwise due Medical Group, the amount wrongfully collected from Customers, and may also deduct an amount equal to any costs or expenses incurred by the Customer, United or Payer in defending the Customer from such action and otherwise enforcing sections 7.7 through 7.9 of this Agreement. Any amounts deducted by Payer in accordance with this provision shall be used to reimburse the Customer and to satisfy any costs incurred. The remedy contained in this paragraph does not preclude United from invoking any other remedy for breach that may be available under this Agreement.

- 7.10 Correction of overpayments or underpayments of claims.** In the event that either Party believes that a claim has not been paid correctly, or that funds were paid beyond or outside of what is provided for under this Agreement, either party may seek correction of the payment, except that Medical Group may not seek correction of a payment more than 12 months after it was made.

Medical Group will repay overpayments within 30 days of notice of the overpayment. Medical Group will promptly report any credit balance that it maintains with regard to any claim overpayment under this Agreement, and will return such overpayment to United within 30 days after posting it as a credit balance.

Medical Group agrees that recovery of overpayments may be accomplished by offsets against future payments.

- 7.11 Claims Payment Issues Arising from Departure of Medical Group Professionals from Medical Group.** In the event a Medical Group Professional departs from Medical Group and uncertainty arises as to whether Medical Group or some other entity is entitled to receive payment for certain services rendered by such former Medical Group Professional, the parties will cooperate with each other in good faith in an attempt to resolve the situation appropriately.

In the event that Medical Group's failure to give timely notice under section 5.7 (iv) of this Agreement resulted in claims payments being made incorrectly to Medical Group, Medical Group shall promptly call the situation to United's attention and return such payments to United. In the event Medical Group fails to do so, United may hold Medical Group liable for any attorneys' fees, costs, or administrative expenses incurred by United as a result.

In the event that both Medical Group and some other entity assert a right to payment for the same service rendered by the former Medical Group Professional, United may refrain from paying either entity until the payment obligation is clarified. Provided that United acts in good faith, Medical Group will waive any right to receive interest or penalties under any applicable law relating to the prompt payment of claims.

Article VIII.
Dispute Resolution

The parties will work together in good faith to resolve any and all disputes between them (hereinafter referred to as "Disputes") including but not limited to all questions of arbitrability, the existence, validity, scope or termination of the Agreement or any term thereof.

If the parties are unable to resolve any such Dispute within 60 days following the date one party sent written notice of the Dispute to the other party, and if either party wishes to pursue the Dispute, it shall thereafter be submitted to binding arbitration in accordance with the Commercial Dispute Procedures of the American Arbitration Association, as they may be amended from time to time (see <http://www.adr.org>). Unless otherwise agreed to in writing by the parties, the party wishing to pursue the Dispute must initiate the arbitration within one year after the date on which notice of the Dispute was given or shall be deemed to have waived its right to pursue the dispute in any forum.

Any arbitration proceeding under this Agreement shall be conducted in Milwaukee County, WI. The arbitrator(s) may construe or interpret but shall not vary or ignore the terms of this Agreement and shall be bound by controlling law. The arbitrator(s) shall have no authority to award punitive, exemplary, indirect or special damages, except in connection with a statutory claim that explicitly provides for such relief.

The parties expressly intend that any dispute relating to the business relationship between them be resolved on an individual basis so that no other dispute with any third party(ies) may be consolidated or joined with our dispute. The parties agree that any arbitration ruling by an arbitrator allowing class action arbitration or requiring consolidated arbitration involving any third party(ies) would be contrary to their intent and would require immediate judicial review of such ruling.

If the Dispute pertains to a matter which is generally administered by certain United procedures, such as a credentialing or quality improvement plan, the policies and procedures set forth in that plan must be fully exhausted by Medical Group before Medical Group may invoke any right to arbitration under this Article VIII.

The decision of the arbitrator(s) on the points in dispute will be binding, and judgment on the award may be entered in any court having jurisdiction thereof. The parties acknowledge that because this Agreement affects interstate commerce the Federal Arbitration Act applies.

In the event that any portion of this Article or any part of this Agreement is deemed to be unlawful, invalid or unenforceable, such unlawfulness, invalidity or unenforceability shall not serve to invalidate any other part of this Article or Agreement. In the event any court determines that this arbitration procedure is not binding or otherwise allows litigation involving a Dispute to proceed, the parties hereby waive any and all right to trial by jury in, or with respect to, such litigation. Such litigation would instead proceed with the judge as the finder of fact.

In the event a party wishes to terminate this Agreement based on an assertion of uncured material breach, and the other party disputes whether grounds for such a termination exist, the matter will be resolved through arbitration under this Article VIII. While such arbitration remains pending, the termination for breach will not take effect.

This Article VIII governs any dispute between the parties arising before or after execution of this Agreement and shall survive any termination of the Agreement.

Article IX.

Term and Termination

9.1 Term. This Agreement shall take effect on the Effective Date. This Agreement shall have an initial term of three years and renew automatically for renewal terms of one year, until terminated pursuant to section 9.2.

9.2 Termination. This Agreement may be terminated under any of the following circumstances:

- i) by mutual written agreement of the parties;
- ii) by either party, upon at least 90 days prior written notice, effective at the end of the initial term or effective at the end of any renewal term;
- iii) by either party upon 60 days written notice in the event of a material breach of this Agreement by the other party, except that such a termination will not take effect if the breach is cured within 60 days after notice of the termination; moreover, such termination may be deferred as further described in Article VIII of this Agreement;
- iv) by either party upon 10 days written notice in the event the other party loses licensure or other governmental authorization necessary to perform this Agreement, or fails to have insurance as required under section 5.6 or section 6.2 of this Agreement; or
- v) by Medical Group, as described in section 7.4 of this Agreement in the event of a non-routine fee schedule change.

9.3 Ongoing Services to Certain Customers After Termination Takes Effect. In the event a Customer is receiving any of the Covered Services listed below, as of the date the termination takes effect, Medical Group will continue to render those Covered Services to that Customer and this Agreement will continue to apply to those Covered Services, after the termination takes effect, for the length of time indicated below:

Inpatient Covered Services	30 days or until discharge, whichever comes first
Pregnancy, Third Trimester – Low Risk	Through postpartum follow up visit
Pregnancy, First, Second or Third Trimester – Moderate Risk and High Risk	Through postpartum follow up visit
Non-Surgical Cancer Treatment	30 days or a complete cycle of radiation or chemotherapy, whichever is greater
End Stage Kidney Disease and Dialysis	30 days
Symptomatic AIDS undergoing active treatment	30 days
Circumstances where Payer is required by applicable law to provide transition coverage of services rendered by Medical Group after Medical Group leaves the provider network accessed by Payer.	As applicable

Article X.
Miscellaneous Provisions

- 10.1 Entire Agreement.** This Agreement is the entire agreement between the parties with regard to the subject matter herein, and supersedes any prior written or unwritten agreements between the parties or their affiliates with regard to the same subject matter.
- 10.2 Amendment.** United can amend this Agreement or any of the appendices on 90 days written or electronic notice by sending Medical Group a copy of the amendment. Medical Group's signature is not required to make the amendment effective. However, if the amendment is not required by law or regulation and would impose a material adverse impact on Medical Group, then Medical Group may terminate this Agreement on 60 days written notice to United by sending a termination notice within 30 days after receipt of the amendment.
- 10.3 Nonwaiver.** The waiver by either party of any breach of any provision of this Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision.
- 10.4 Assignment.** This Agreement may not be assigned by either party without the written consent of the other party, except that this Agreement may be assigned by United to any of United's Affiliates.
- 10.5 Relationship of the Parties.** The sole relationship between the parties to this Agreement is that of independent contractors. This Agreement does not create a joint venture, partnership, agency, employment or other relationship between the parties.
- 10.6 No Third-Party Beneficiaries.** United and Medical Group are the only entities with rights and remedies under the Agreement.
- 10.7 Delegation.** United may delegate (but not assign) certain of its administrative duties under this Agreement to one or more other entities. No such delegation will relieve United of its obligations under this Agreement.
- 10.8 Notice.** Any notice required to be given under this Agreement shall be in writing, except in cases in which this Agreement specifically permits electronic notice, or as otherwise permitted or required in the Protocols. All written or electronic notices shall be deemed to have been given when delivered in person, by electronic communication, by facsimile or, if delivered by first-class United States mail, on the date mailed, proper postage prepaid and properly addressed to the appropriate party at the address set forth on the signature portion of this Agreement or to another more recent address of which the sending party has received written notice. Notwithstanding the previous sentence, all notices of termination of this Agreement by either party must be sent by certified mail, return receipt requested.
- Each party shall provide the other with proper addresses, facsimile numbers and electronic mail addresses of all designees that should receive certain notices or communication instead of that party.
- 10.9 Confidentiality.** Neither party will disclose to a Customer, other health care providers, or other third parties any of the following information (except as required by an agency of the government):

- i) any proprietary business information, not available to the general public, obtained by the party from the other party;
- ii) the specific reimbursement amounts provided for under this Agreement, except for purposes of administration of benefits.

At least 48 hours before either party issues a press release, advertisement, or other media statement about the business relationship between the parties, that party will give the other party a copy of the material the party intends to issue.

- 10.10 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state in which Medical Group renders Covered Services, and any other applicable law.
- 10.11 Regulatory Appendices.** One or more regulatory appendix may be attached to this Agreement, setting forth additional provisions included in this Agreement in order to satisfy regulatory requirements under applicable law. These regulatory appendices, and any attachments to them, are expressly incorporated into this Agreement and are binding on the parties to this Agreement. In the event of any inconsistent or contrary language between a regulatory appendix and any other part of this Agreement, including but not limited to appendices, amendments and exhibits, the provisions of the regulatory appendix will control, to the extent it is applicable.
- 10.12 Severability.** Any provision of this Agreement that is unlawful, invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining provisions of this Agreement or the lawfulness, validity or enforceability of the offending provision in any other situation or jurisdiction.
- 10.13 Survival.** Sections 5.9, 7.7, 7.8, Article VIII and sections 9.3 and 10.9 (except for the last paragraph) of this Agreement will survive the termination of this Agreement.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

Oneida Tribe of Indians of Wisconsin	
Signature: _____	Street: PO Box 365
Print Name: _____	City: Oneida
Title: _____	State: WI Zip Code: 54155
D/B/A: _____	Phone: 920-869-2711
Date: _____	E-mail: _____

UnitedHealthcare Insurance Company, on behalf of itself, UnitedHealthcare of Wisconsin, Inc. and its other affiliates, as signed by its authorized representative:

Signature: _____
Print Name: Catherine Burns
Title: Vice President, Network Management
Date: _____

Address to be used for giving notice to United under the Agreement:
Street: 10701 W. Research Dr.
City: Milwaukee
State: WI Zip Code: 53226

For office use only: 961880
Month and year in which Agreement is first effective: 12/1/2014

Attachments as of the Effective Date:

- Appendix 1: Medical Group Practice Locations
- Appendix 2: Benefit Plan Descriptions
- Additional Manuals Appendix

Payment Appendices:

- All Payer Appendix(ices)
- [_____] Options PPO Payment Appendix
- Medicare Advantage Payment Appendix
- Medicaid and/or CHIP Payment Appendix(ices)
- [_____] _____

Regulatory Appendices:

- State Regulatory Requirements Appendix (list all states as applicable)
 - [WI]
 - [_____]
 - [_____]
 - [_____]
- Medicare Advantage Regulatory Requirements Appendix
- Medicaid and/or CHIP Regulatory Requirements Appendix(ices)

Other Attachments:

- [_____] _____
- [_____] _____

**Appendix 1
Medical Group Practice Locations**

Medical Group attests that this Appendix identifies all services and locations covered under this Agreement.

IMPORTANT NOTE: Medical Group acknowledges its obligation under Section 5.7 to promptly report any change in Medical Group’s name or Taxpayer Identification Number. Failure to do so may result in denial of claims or incorrect payment.

BILLING ADDRESS
Identify only if a common name and address appears on all Medical Group practice location bills that utilize the Medical Group’s Tax ID under the Agreement.

Practice Name Oneida Tribe of Indians of Wisconsin
 Street Address PO Box 365
 City Oneida State WI Zip 54155
 Tax ID Number (TIN) 396081138 National Provider ID (NPI) 1689908527

PRACTICE LOCATIONS (complete one for each service location)		
Clinic Name	Clinic Name	Clinic Name
Oneida Tribe of Indians of Wisconsin	Oneida Tribe of Indians of Wisconsin	_____
Street Address	Street Address	Street Address
2640 W Point Rd	525 Airport Dr	_____
City	City	City
Green Bay	Oneida	_____
State and Zip Code	State and Zip Code	State and Zip Code
WI 54304	WI 54155	_____
Phone Number	Phone Number	Phone Number
920-490-3700	920-869-2711	_____
TIN (If different from above)	TIN (If different from above)	TIN (If different from above)
_____	_____	_____
National Provider ID (NPI)	National Provider ID (NPI)	National Provider ID (NPI)
1689908527	1689908527	_____

PRACTICE LOCATIONS (complete one for each service location)		
Clinic Name	Clinic Name	Clinic Name
_____	_____	_____
Street Address	Street Address	Street Address
_____	_____	_____
City	City	City
_____	_____	_____
State and Zip Code	State and Zip Code	State and Zip Code
_____	_____	_____
Phone Number	Phone Number	Phone Number
_____	_____	_____

TIN (If different from above)	TIN (If different from above)	TIN (If different from above)
National Provider ID (NPI)	National Provider ID (NPI)	National Provider ID (NPI)

Appendix 2 Benefit Plan Descriptions

Section 1. United may allow Payers to access Medical Group's services under this Agreement for the Benefit Plan types described in each line item below, unless otherwise specified in section 2 of this Appendix 2:

- Benefit Plans where Customers are offered a network of participating providers and must select a primary physician, who in some cases must approve any care provided by other health care providers. Such Benefit Plans may or may not include an out-of-network benefit.
- Benefit Plans where Customers are offered a network of participating providers but are not required to select a primary physician. Such Benefit Plans may or may not include an out-of-network benefit.

- Evercare/SecureHorizons Medicare Advantage Benefit Plans.
- UnitedHealthcare Community Plan Medicare Advantage Benefit Plans.
- Wisconsin Medicaid and CHIP Benefit Plans.

Section 2. Notwithstanding the above section 1 of this Appendix, this Agreement will not apply to the Benefit Plan types described in the following line items:

- Benefit Plans where Customers are not offered a network of participating providers from which they may receive Covered Services.
- Deere Premier Benefit Plans sponsored by Deere & Company on behalf of its United Auto Workers Customers and other collectively bargained benefit plans as indicated by a reference to "Deere Premier" on the face of the valid identification card of any Customer eligible for and enrolled in that Benefit Plan.
- Medicaid or CHIP Benefit Plans other than those separately addressed in this Appendix 2.
- Benefit Plans for Medicare Select.
- Medicare Advantage Private Fee-For-Service Benefit Plans and Medicare Advantage Medical Savings Account Benefit Plans.
- Other Governmental Benefit Plans.

- TRICARE Benefit Plans.
- Benefit contracts for workers' compensation benefit programs

Note: Excluding certain Benefit Plans or programs from this Agreement does not preclude the parties or their affiliates from having or entering into a separate agreement providing for Medical Group's participation in a network for such Benefit Plans or programs.

Section 3. Definitions:

Note: United may adopt a different name for a particular Benefit Plan, and/or may modify information referenced in the definitions below regarding Customer identification cards. If that happens, section 1 or section 2 of this Appendix will continue to apply to those Benefit Plans as it did previously, and United will provide Medical Group with the updated information. Additionally, United may revise the definitions in this section 3 to reflect changes in the names or roles United's business units, provided that doing so does not change Medical Group's participation status in Benefit Plans impacted by that change, and further provided that United provides Medical Group with the updated information.

MEDICARE:

- Medicare Advantage Benefit Plans means Benefit Plans sponsored, issued or administered by a Medicare Advantage organization as part of:
 - i) the Medicare Advantage program under Title XVIII, Part C of the Social Security Act, or
 - ii) the Medicare Advantage program together with the Prescription Drug program under Title XVIII, Part C and Part D, respectively, of the Social Security Act, as those program names may change from time to time.
- UnitedHealthcare Community Plan Medicare Advantage Benefit Plans means Medicare Advantage Benefit Plans subject to the UnitedHealthcare Community Plan Protocols. Those Benefit Plans can be identified through a reference to "CP" on the back of the valid identification card of any Customer eligible for and enrolled in those Benefit Plans.
- UnitedHealthcare Medicare Solutions Medicare Advantage Benefit Plans means Medicare Advantage Benefit Plans subject to the Protocols of the UnitedHealthcare Medicare Solutions business unit. Those Benefit Plans can be identified through a reference to "UHC" (or in certain parts of the country, through a reference to "OXH" or "West") on the back of the valid identification card of any Customer eligible for and enrolled in those Benefit Plans.
- Wisconsin Medicare and Medicaid Enrollees (MME) Benefit Plan means an integrated Benefit Plan issued in Wisconsin that provides benefits to the Customer under, or in place of, both the Wisconsin Medicaid program and the Medicare program (Parts A and B, or Part C).

MEDICAID, CHIP AND OTHER STATE PROGRAMS:

- Medicaid Benefit Plans means Benefit Plans that offer coverage to beneficiaries of a program that is authorized by Title XIX of the federal Social Security Act, and jointly financed by the federal and state governments and administered by the state.

- Wisconsin Medicaid Benefit Plans means Medicaid Benefit Plans issued in Wisconsin that include a reference to “UnitedHealthcare Community Plan” on the identification card of any Customer eligible for and enrolled in that Benefit Plan.
- Children’s Health Insurance Program (“CHIP”) Benefit Plans are Benefit Plans under the program authorized by Title XXI of the federal Social Security Act that is jointly financed by the federal and state governments and administered by the state.
- Wisconsin CHIP Benefit Plans are CHIP Benefit Plans issued in Wisconsin that include a reference to “UnitedHealthcare Community Plan” on the valid identification card of any Customer eligible for and enrolled in that Benefit Plan.
- Other Governmental Benefit Plans are Benefit Plans that are funded wholly or substantially by a state or district government or a subdivision of a state (such as a city or county), but do not include Benefit Plans for:
 - i) employees of a state government or a subdivision of a state and their dependents;
 - ii) students at a public university, college or school;
 - iii) employer-based coverage of private sector employees, even if the employer receives a government subsidy to help fund the coverage;
 - iv) Medicaid beneficiaries; and,
 - v) Children’s Health Insurance Program (CHIP) beneficiaries.

Additional Manuals Appendix

For services rendered to Customers enrolled in certain Benefit Plans that may be included under this Agreement, Medical Group will be subject to additional requirements described in or made available to Medical Group through one or more additional provider manuals (“Additional Manuals”). When this Agreement refers to Protocols or Payment Policies it is also referring to the Additional Manuals. The Additional Manuals will be made available to Medical Group on a designated website or upon request.

In the event of any conflict between this Agreement or the “UnitedHealthcare Physician, Health Care Professional, Facility and Ancillary Provider Administrative Guide” or other UnitedHealthcare Protocols and Payment Policies, and any Additional Manual, in connection with any matter pertaining to Customers enrolled in the Benefit Plans to which the Additional Manual applies, that Additional Manual will govern, unless statutes and regulations dictate otherwise. United may make changes to the Protocols and Payment Policies subject to this Appendix in accordance with the provisions of the Agreement relating to Protocol and Payment Policy changes.

The Benefit Plans, names of the Additional Manuals, and name of the website to view and download the manuals, when applicable, are set forth in the table below. United will notify Medical Group of any changes in the location of the Additional Manuals. Medical Group may request a copy of the Additional Manual.

Type of Benefit Plan	Description of Applicable Additional Manual	Website

Wisconsin Medicaid and CHIP Benefit Plans	UnitedHealthcare Community Plan Physician, Health Care Professional, Facility and Ancillary Administrative Guide	www.uhccommunityplan.com
UnitedHealthcare Community Plan Medicare Advantage Benefit Plans	UnitedHealthcare Dual Complete Medicare Provider Manual	www.uhccommunityplan.com

Payment Appendix - All Payer

All Payer Fee Information Document: WI 96456/96457

Unless another Payment Appendix to this Agreement applies specifically to a particular Benefit Plan as it covers a particular Customer, the provisions of this Payment Appendix apply to Covered Services rendered by Medical Group to Customers covered by Benefit Plans sponsored, issued or administered by all Payers.

Payment Appendix - Medicare Advantage

Medicare Advantage Fee Information Document: WI 25536/25537

Unless another Payment Appendix to this Agreement applies specifically to a particular Medicare Advantage Benefit Plan as it covers a particular Customer, the provisions of this Payment Appendix apply to Covered Services rendered by Medical Group to Customers covered by all Medicare Advantage Benefit Plans, as described in this Agreement.

Payment Appendix - Wisconsin Medicaid and CHIP

Applicability

This Appendix applies to Covered Services rendered by Medical Group to Customers covered under the following types of Benefit Plans, as described in the Agreement:

- Wisconsin Medicaid and CHIP Benefit Plans.

Section 1

Payment for Covered Services

- 1.1 Payment.** Medical Group's contract rates for Covered Services are the lesser of (i) Medical Group's Customary Charges or (ii) the following, in order of applicability:
- 100% of the primary fee source. The primary fee source is the Wisconsin Medicaid fee schedule as published by the Wisconsin Department of Health Services, or its successor (the "Medicaid Agency").
 - For certain CPT/HCPCS codes, United may pay an amount higher than the amount listed in clause (a) above. In the future, United may reduce that higher amount paid for those CPT/HCPCS codes pursuant to this clause (b), but not less than the amount payable in clause (a) above.
 - In the event a fee source listed above in clause (a) or (b) does not publish a specific fee amount, then United will pay 40% of Medical Group's Customary Charges for Covered Services.

The actual payment amount is also subject to matters described in this Agreement, such as Payment Policies.

Medical Group will submit claims using a CMS 1500, its successor form or its electronic equivalent. All claims submitted under this Appendix must use CPT Codes, HCPCS Codes, ICD-9 codes or its successor and other codes in compliance with HIPAA standard data set requirements. Claims submitted without HIPAA standard data set requirements may be denied.

If an applicable state or federal program is available to provide items or payment directly to Medical Group for specific Covered Services for Customers subject to this Appendix that would otherwise be payable under this Appendix, the applicable program will apply and not this Appendix. (For example, the Vaccines For Children program currently provides vaccines free of charge, and therefore no amount will be payable under this Appendix for vaccines within the Vaccines For Children program. However, the administration of such vaccine may be payable under this Appendix, if payment is not provided to physicians under the Vaccines For Children program for vaccine administration.)

The contract rates established by this Appendix are all-inclusive, including without limitation any applicable taxes, for all Covered Services provided to the Customer. Unless specifically indicated otherwise, amounts listed in this fee schedule represent global fees and may be subject to reductions based on appropriate modifiers (for example, professional and technical modifiers).

1.2 Routine Maintenance. United routinely updates this fee schedule in response to changes published by the primary fee sources, such as fee amount changes. United will use reasonable commercial efforts to implement the fee schedule changes in its systems within 90 days after final publication and make them effective in our system on the effective date of the change by the primary fee source.

United also routinely updates this fee schedule in response to coding changes as described in this Agreement. When implementing coding updates, United will apply the same percentage(s) as set forth above in section 1.1 and the then current value of the published code to determine the contract rate. United will use reasonable commercial efforts to implement such changes within 90 days from the date of publication. However, claims already processed prior to the change being implemented by United will not be reprocessed unless otherwise required by law.

1.3 Medicaid Agency Payment Changes. If the Medicaid Agency changes the manner in which it reimburses or changes the applicable Medicaid primary fee source such that United is required to make significant programming or platform changes in order to implement the Medicaid Agency changes, United will make commercially reasonable efforts to implement the Medicaid Agency changes, within a reasonable time frame, from the date the change is published in the Medicaid Agency's official correspondence to United or is otherwise formally communicated by the Medicaid Agency to United. Medical Group agrees that, in such case, it will accept the current payment as set forth in this Appendix until such a time as United can implement the Medicaid Agency change. At such time as United is able to implement the change, United will communicate the change and the effective date of the change via a copy of a new payment appendix. From that effective date forward, the contract rate will be calculated based on the new Medicaid Agency payment.

If United is unable, through commercially reasonable efforts, to incorporate the Medicaid Agency payment changes in their entirety, United will so notify Medical Group within 90 days from the date the change is published in the Medicaid Agency's official correspondence to United, or otherwise formally communicated by the Medicaid Agency. The parties will then negotiate in good faith for a period of up to

60 days to amend the Agreement to replace this Appendix with a new appendix and stated effective date for the new contract rates. If the parties have not reached an agreement upon such an amendment within the aforementioned 60 day period, either party may initiate Dispute Resolution according to this Agreement.



Payment Appendix
Fee Information Document
Fee Schedule Specifications: as of 10/01/2014
Report Date: 09/26/2014

Fee Schedule ID: WI 96456 - NonFacility

Linked Fee Schedule ID: WI 96457 - Facility

Type Of Service	Primary Fee Source	Pricing Level
EVALUATION & MANAGEMENT	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
EVALUATION & MANAGEMENT - NEONATAL	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
EVALUATION & MANAGEMENT - PREVENTIVE	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
EVALUATION & MANAGEMENT - NURSING FACILITY SVCS	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - INTEGUMENTARY	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - MUSCULOSKELETAL	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - RESPIRATORY	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - CARDIOVASCULAR	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - HEMIC & LYMPHATIC	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - MEDIASTINUM & DIAPHRAGM	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - DIGESTIVE	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - URINARY	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - MALE GENITAL	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - FEMALE GENITAL	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - MATERNITY & DELIVERY	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - ENDOCRINE	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - NERVOUS	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - EYE & OCULAR ADNEXA	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - AUDITORY	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
RADIOLOGY	2013 CMS RBRVS Carrier Locality (0095100)	130.000%
RADIOLOGY - BONE DENSITY	2013 CMS RBRVS Carrier Locality (0095100)	100.000%
RADIOLOGY - CT	2013 CMS RBRVS Carrier Locality (0095100)	124.000%
RADIOLOGY - MAMMOGRAPHY	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
RADIOLOGY - MRI	2013 CMS RBRVS Carrier Locality (0095100)	124.000%
RADIOLOGY - MRA	2013 CMS RBRVS Carrier Locality (0095100)	124.000%
RADIOLOGY - NUCLEAR MEDICINE	2013 CMS RBRVS Carrier Locality (0095100)	124.000%
RADIOLOGY - PET SCANS	2013 CMS RBRVS Carrier Locality (0095100)	105.000%
RADIOLOGY - RADIATION THERAPY	2013 CMS RBRVS Carrier Locality (0095100)	130.000%
RADIOLOGY - ULTRASOUND	2013 CMS RBRVS Carrier Locality (0095100)	130.000%
LAB - PATHOLOGY	2013 CMS RBRVS Carrier Locality (0095100)	100.000%
OFFICE LAB	2013 CMS Clinical Lab Schedule WI	100.000%
CLINICAL LABORATORY	2013 CMS Clinical Lab Schedule WI	60.000%
MEDICINE - OPHTHALMOLOGY	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
MEDICINE - CARDIOVASCULAR	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
MEDICINE - ALLERGY & CLINICAL IMMUNOLOGY	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
MEDICINE - CHIROPRACTIC MANIPULATIVE TREATMENT	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
MEDICINE - PHYSICAL MED AND REHAB - MODALITIES	2013 CMS RBRVS Carrier Locality (0095100)	100.000%
MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	2013 CMS RBRVS Carrier Locality (0095100)	100.000%
MEDICINE - ENTERAL FORMULA	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
MEDICINE - OTHER	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
MEDICINE - IMMUNIZATION ADMINISTRATION	2013 CMS RBRVS Carrier Locality (0095100)	100.000%
MEDICINE - CHEMO ADMIN	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
OBSTETRICS - GLOBAL	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
IMMUNIZATIONS	UHC Immunization Fee Schedule	100.000%
INJECTABLES/OTHER DRUGS	CMS Drug Pricing	100.000%
INJECTABLES - ONCOLOGY/THERAPEUTIC CHEMO DRUGS	UHC Chemotherapy Fee Schedule	100.000%
INJECTABLES - IVIG	CMS Drug Pricing	112.000%
INJECTABLES-SALINE & DEXTROSE SOLUTIONS	CMS Drug Pricing	100.000%
DME & SUPPLIES	2013 CMS DME WI	60.000%
DME & SUPPLIES - RESPIRATORY	2013 CMS DME WI	60.000%
DME & SUPPLIES - ORTHOTICS	2013 CMS DME WI	60.000%
DME & SUPPLIES - PROSTHETICS	2013 CMS DME WI	60.000%
DME & SUPPLIES - OSTOMY	2013 CMS DME WI	60.000%
AMBULANCE	2013 CMS Ambulance Schedule - Urban (0095100)	135.000%

Default Percent of Eligible Charges: 50.00%

Professional/Technical Modifier Pricing: Fee Source-Based

Site of Service: Site of Service applies. CMS Assignment (ASC POS 24 = F)

Anesthesia Conversion Factor (Based on a 15 minute Anesthesia Time Unit Value): \$ 30.00

Calculation of Anesthesia Partial Units: Proration

Schedule Type: FFS

Last Routine Maintenance Update: 10-01-2014

Fixed Fees: V5242 - \$2500.00 V5243 - \$2500.00 V5244 - \$2500.00 V5245 - \$2500.00 V5246 - \$2500.00 V5247 - \$2500.00 V5248 - \$5000.00 V5249 - \$5000.00 V5250 - \$5000.00 V5251 - \$5000.00 V5252 - \$5000.00 V5253 - \$5000.00 V5254 - \$2500.00 V5255 - \$2500.00 V5256 - \$2500.00 V5257 - \$2500.00 V5258 - \$5000.00 V5259 - \$5000.00 V5260 - \$5000.00 V5261 - \$5000.00 V5262 - \$2500.00 V5263 - \$5000.00

Fee Amounts listed in the fee schedule are all-inclusive, including without limitation any applicable taxes. Unless specifically indicated otherwise, Fee Amounts represent global fees and may be subject to reductions based on appropriate Modifier (for example, professional and technical modifiers). As used in the previous sentence, "global fees" refers to services billed without a Modifier, for which the Fee Amount includes both the professional component and the technical component. Any co-payment, deductible or coinsurance that the customer is responsible to pay under the customer's benefit contract will be subtracted from the listed Fee Amount in determining the amount to be paid by the payer. The actual payment amount is also subject to matters described in this agreement, such as the Payment Policies. No payments will be made for any CMS additional compensation programs, including without limitation incentive or bonus payment programs. Please remember that this information is subject to the confidentiality provisions of this agreement.

Confidential and Proprietary Not for Distribution to Third Parties



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Section 1. Definition of Terms

Unless otherwise defined in this document, capitalized terms will have the meanings ascribed to them in the Agreement.

AMA: American Medical Association located at: www.ama-assn.org.

Anesthesia Conversion Factor: The dollar amount that will be used in the calculation of time-based and non-time based Anesthesia Management fees in accordance with the Anesthesia Payment Policy. Unless specifically stated otherwise, the Anesthesia Conversion Factor indicated is fixed and will not change. The Anesthesia Conversion Factor is based on an anesthesia time unit value of 15 minutes. In the event that any of United's claims systems cannot administer a 15 minute anesthesia time unit value, then the Anesthesia Conversion Factor will be calculated as follows:

$$[(\text{Value of 15 minute Anesthesia Conversion Factor} / 15) * \text{anesthesia time unit value}]$$

For example, an Anesthesia Conversion Factor of \$60.00 (based on a 15-minute anesthesia time unit value) would be calculated to an Anesthesia Conversion Factor of \$40.00 (based on a 10-minute anesthesia time unit value).

$$\text{Example: } [(\$60.00 / 15) * 10 = \$40.00]$$

Anesthesia Management: The management of anesthesia services related to medical, surgical or scopic procedures, as described in the current Anesthesia Management Codes list attached to the Anesthesia Payment Policy located at www.unitedhealthcareonline.com.

Calculation of Anesthesia Partial Units:

Proration: Partial time units will be prorated and calculated to one decimal place rounded to the nearest tenth. For example, if the anesthesia time unit value is based on 15 minutes and if 17 minutes of actual time is submitted on a claim, then the 17 minutes will be divided by 15. The resulting figure of 1.1333 will be rounded to the nearest tenth and the total time units for the claim will be 1.1 time units.

In the event that any of United's claims systems cannot administer the calculation of partial units as indicated above, a different calculation method will be used until such time as the appropriate system enhancements can be programmed and implemented. That different calculation method will result in a Fee Amount that is no less than the Fee Amount that would apply under the Proration method described above.

CMS: Centers for Medicare and Medicaid Services located at: www.cms.hhs.gov.

Conversion Factor: A multiplier, expressed in dollars per relative value unit, which converts relative values into Fee Basis amounts.

CPT/HCPCS: A set of codes that describe procedures and services, including supplies and materials, performed or provided by physicians and other health care professionals. Each procedure or service is identified with a 5 digit code. The use of CPT/HCPCS simplifies the reporting of services.

CPT/HCPCS Description: The descriptor associated with each CPT/HCPCS code.

Default Percent of Eligible Charges: In the event that a Fee Basis amount is not sourced by either a primary or alternate Fee Source, such as services submitted using unlisted, unclassified or miscellaneous codes, the codes are subject to correct coding review and will be priced at the contracted percentage indicated within this document.

Expired Code: An existing CPT or HCPCS code that will be expired by the entity that published the code (for example, CMS or the AMA).

Fee Amount: The contract rate for each CPT/HCPCS. The calculation of the Fee Amount is impacted by a variety of factors explained within this document including, but not limited to, Professional/Technical Modifier Pricing, Carrier Locality, CMS year, Place of Service and Pricing Level.

Fee Basis: The amount published by the Fee Source upon which the Pricing Level will be applied to derive the Fee Amount.

Fee Schedule ID: United's proprietary naming/numbering convention that is used to identify the specific fee schedule which supports the terms of the contractual agreement. This is the fee schedule for services performed in nonfacility Places of Service.

Fee Schedule Specifications: Documentation of the underlying calculation methodology and criteria used to derive the Fee Amounts contained within the fee schedule.

Fee Source: The primary or alternate entity or publication that is supplying the Fee Basis.

Fixed Fees: Fee Amounts that are set at amounts which do not change. The Fee Amounts listed are intended for pricing purposes only and are subject to other matters



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described in this Agreement, such as the Payment Policies.

Future Payment Terms: The general description of any pricing terms which will be implemented on a scheduled future effective date.

Last Routine Maintenance Update: The effective date on which this fee schedule was most recently updated. Please refer to the Routine Maintenance section of this document for more information about Routine Maintenance updates.

Linked Fee Schedule ID: United's proprietary naming/numbering convention that is used to identify the specific fee schedule for each specific contractual agreement. This is the fee schedule for services performed in facility Places of Service.

Modifier: A Modifier provides the means to report or indicate that a service or procedure has been altered by some specific circumstance but not changed in its definition or code.

Place of Service: The facility or nonfacility setting in which the service is performed. This may also be referred to by CMS as Payment Type.

Pricing Level: The contracted percentage or amount that will be multiplied times the primary or alternate Fee Basis amount in order to derive the Fee Amount.

Primary Fee Source (Carrier Locality): The main Fee Source used to supply the Fee Basis amount for deriving the Fee Amount within each Type of Service category. For instance, if the Fee Amounts for a given category of codes are derived by applying a particular Pricing Level to the CMS Resource-Based Relative Value Scale (RBRVS), then CMS RBRVS is the Primary Fee Source. The Carrier Locality is designated to indicate the exact CMS geographic region upon which the Fee Amounts are based.

Professional/Technical Modifier Pricing: Fee Source-Based: Fee Amounts for Modifiers (for example, -TC or -26 Modifiers) are derived using the Fee Basis amount as published by the primary or alternate Fee Source.

RVU: Relative Value Unit as published by CMS. United uses the RVU that is used by CMS. For example, if CMS uses a transitional RVU, then United will as well.

Replacement Code: One or more new CPT or HCPCS codes that are the exact same services or descriptions and will replace one or more Expired Codes within the same Type of Service category.

Report Date: The actual date that this document was produced.

Representative Fee Schedule Sample: A representative listing of the most commonly used CPT/HCPCS codes and fees, along with other relevant pricing information, for each specific Fee Schedule ID. The Fee Amounts listed are intended for pricing purposes only and are subject to other matters described in this Agreement, such as the Payment Policies.

Schedule Type: FFS: This is a fee-for-service fee schedule. Unless stated otherwise, the Fee Amount indicated will be used to calculate payment to you as further described within this document.

Site of Service Price Differential: Site of Service applies. CMS Assignment (ASC POS 24 =F): This fee schedule follows CMS guidelines for determining when services are priced at the facility or nonfacility fee schedule (with the exception of services performed at Ambulatory Surgery Centers, POS 24, which will be priced at the facility fee schedule). CMS guidelines can be located at: www.cms.hhs.gov.

In the event that any of United's claims systems cannot administer the calculation of Site of Service Differential pricing as indicated above, a different calculation method will be used until such time as the appropriate system enhancements can be programmed and implemented. That different calculation method will result in a Fee Amount that is no less than the Fee Amount that would apply under the method described above.

Type of Service: A general categorization of related CPT/HCPCS codes. Type of Service categories are intended to closely align with the CPT groupings in the Current Procedural Terminology code book (as published by the AMA) and the HCPCS groupings (as published by CMS).

The Office Lab Type of Service category represents those lab tests, as determined by United, in which the lab test result is necessary to make an informed treatment decision while the patient is in the office.

A partial or complete crosswalk mapping of CPT/HCPCS to Type of Service categories is available to you upon request.

Section 2. Alternate Fee Sources

In the event the Primary Fee Source contains no published Fee Basis amount, alternate (or "gap fill") Fee Sources may be used to supply the Fee Basis amount for



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deriving the Fee Amount. For example, if a new CPT/HCPCS code has been created within the Type of Service category of codes described above, and CMS has not yet established an RBRVS value for that code, we use one of the Fee Sources that exist within the industry to fill that gap, such as but not limited to Ingenix Essential RBRVS. For that CPT/HCPCS code, we adopt the RBRVS value established by the gap-fill Fee Source, and determine the Fee Amount for that CPT/HCPCS code by applying to the gap-fill RBRVS the same Conversion Factor and Pricing Level that we apply to the CMS RBRVS for those CPT/HCPCS codes that have CMS RBRVS values. At such time in the future as CMS publishes its own RBRVS value for that CPT/HCPCS code, we would begin using the Primary Fee Source, CMS, to derive the Fee Amount for that code and no longer use the alternate Fee Source.

More information about all of our Fee Sources can be located at:

- Centers for Medicare and Medicaid Services (CMS) RBRVS and Fee Schedules: www.cms.hhs.gov
- Centers for Disease Control and Prevention (CDC) Private Sector Selling Price: www.cdc.gov/vaccines/programs/vfc/cdc-vac-price-list.htm
- Thomson Reuters Red Book: www.micromedex.com
- RJ Health Systems: www.reimbursementcodes.com
- Ingenix Essential RBRVS: www.ingenixonline.com
- American Society of Anesthesiologists: www.asahq.org

Section 3. Routine Updates

Routine updates occur when United mechanically incorporates revised information created by the Fee Source, and as described below, to update the Fee Amounts calculated in accordance with this Fee Information Document. United routinely updates its fee schedule: (1) to stay current with applicable coding practices; (2) in response to price changes for immunizations and injectable medications; and (3) to remain in compliance with HIPAA requirements. United will not generally attempt to communicate routine updates of this nature.

The types of routine updates, and their respective effective dates, are described below.

a. Annual Changes to Relative Value Units, Conversion Factors, or Flat Rate Fees

This fee schedule follows a "stated year" construction methodology. The 2013 RVU, the 2013 Conversion Factor, and the 2013 flat rate fees (non-RVU based fees such as DME fees) will be locked in as the basis for deriving Fee Amounts. Therefore, the annual publication of RVUs and Conversion Factors by CMS may affect this fee schedule. Generally, any RVU, Conversion Factor, or flat rate fee changes published in subsequent years by the Primary Fee Sources will not be reflected in this fee schedule except, for example, to add Fee Amounts for new codes or to replace alternate Fee Basis amounts. United will use reasonable commercial efforts to implement the updates in its systems on or before the later of (i) 90 days after the effective date of any modification made by the Fee Source or (ii) 90 days after the date on which the Fee Source initially places information regarding such modification in the public domain (for example, when CMS distributes program memoranda to providers). United will make the updates effective in its system on the effective date of the change by the Fee Source. However, claims already processed prior to the change being implemented by United will not be reprocessed unless otherwise required by law. In the event that CMS does not publish a complete set of Fee Basis amounts for a specific code (for example: Global, -TC, and -26 fees) and the code contains a status code of "C" (indicating the code is carrier priced), United will use reasonable commercial efforts to establish Fee Amounts for all modifiers associated with the code based on fee information available and published by the local fiscal intermediary and by fiscal intermediaries from other locations.

b. Quarterly Updates in Response to Changes Published by Primary Fee Sources

United updates its fee schedule in response to changes published by Primary Fee Sources as a result of additions, deletions, and changes to CPT codes by the AMA or HCPCS codes by CMS and any subsequent changes to CMS' annual update. United updates its fee schedules for new CPT/HCPCS codes using the applicable Conversion Factor and Pricing Level of the original construction methodology along with the then-current RVU of the published CPT/HCPCS code. The effective date of the updates described in this subsection b. will be no later than the first day of the next calendar quarter after final publication by the Fee Source, except that if that quarter begins less than 60 days after final publication, the effective date will be no later than the first day of the calendar quarter following the next calendar quarter. For example, if final publication by the Fee Source is on April 10, the fee update under this subsection b. will be effective no later than July 1, and if final publication by the Fee Source is on June 10, the fee update under this subsection b. will be effective no later than October 1. In the event that CMS does not publish a complete set of Fee Basis amounts for a specific code (for example: Global, -TC, and -26 fees) and the code contains a status code of "C" (indicating the code is carrier priced), United will use reasonable commercial efforts to establish Fee Amounts for all modifiers associated with the code based on fee information available and published by the local fiscal intermediary and by fiscal intermediaries from other locations.

However, in the event that the code source has expired a CPT/HCPCS code and replaced it with a Replacement Code, United will crosswalk the fee from the Expired Code to its Replacement Code as further described below:

Based on information published by the code source (AMA Current Procedural Terminology and The HCPCS Level II), when one Expired Code is replaced by one



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Replacement Code, United will apply the Expired Code's Fee Amount to the Replacement Code; provided, however, if the Expired Code's Fee Amount was determined by an alternate Fee Source and a Primary Fee Source becomes available, the Replacement Code's Fee Amount will be determined using the Primary Fee Source.

Based on information published by the code source (AMA Current Procedural Terminology and The HCPCS Level II) and United's claims data, when several Expired Codes that are always done in conjunction with each other are replaced by one Replacement Code, United will apply the sum of these Expired Code's Fee Amounts to the Replacement Code; provided, however, if the Expired Code's Fee Amount was determined by an alternate Fee Source and a Primary Fee Source becomes available, the Replacement Code's Fee Amount will be determined using the Primary Fee Source.

The following types of codes are not included in our direct crosswalk methodology as described above:

- Temporary HCPCS codes, such as G, K, Q, and S codes
- Temporary CPT codes, such as Category III codes
- Informational codes, such as CPT Category II codes
- HCPC-C Codes, which are only used by hospitals
- Codes categorized as immunizations and injectables

If any types of codes not currently listed in the exclusions above are developed in the future, United reserves the right to make a crosswalk determination at that time.

c. Price Changes for Immunizations and Injectables

United routinely updates the Fee Amounts in response to price changes for immunizations and injectables published by the Fee Sources. In addition, United's Executive Drug Pricing Forum (EDPF) meets on a quarterly basis to review and evaluate the drug prices that will be used in each quarterly update. The EDPF may address topics including pricing for emerging drugs, anticipated manufacturer price changes, and special circumstances (for example, H1N1 vaccine). Based on supporting information provided by the drug manufacturer or the Fee Source, United's EDPF may elect to establish a Fee Amount or override a Fee Amount, as published by the Fee Source, in favor of a Fee Amount that is more appropriate and reasonable for a particular vaccine or drug. These Fee Amount updates will be effective as described below.

For Injectable Oncology/Therapeutic Chemotherapy Drugs, United applies the UHC Chemotherapy Fee Schedule, which uses a third party vendor as the Primary Fee Source to determine the acquisition cost information provided. The Fee Basis amounts are calculated as follows:

- For J codes for which there is no generic available, the Fee Basis will be 118% of Average Sales Price.

- For J codes containing a branded and generic drug, the Fee Basis for each such J code will be calculated using the following formula: 20% multiplied by the Average Wholesale Price (AWP) for the brand product, plus the lower of either: the acquisition cost for the brand product, or • the average acquisition cost of the generic products in the J code.

More information about the UHC Chemotherapy Fee Schedule can be located at: www.unitedhealthcareonline.com >> Claims & Payments > Fee Schedule Lookup > Related Links "Acquisition Cost List"

For Immunizations, United applies the UHC Immunization Fee Schedule. The Centers for Disease Control and Prevention Private Sector Selling Price (CDC PSSP) is the Primary Fee Source used to obtain the Fee Basis amounts. In the event that more than one Fee Basis amount is published by the CDC PSSP for a specific CPT/HCPCS code, an average of the published amounts will be used.

More information about the UHC Immunization Fee Schedule can be located at: www.unitedhealthcareonline.com >> Claims & Payments > Fee Schedule Lookup > Related Links "UHC Immunization Fee Schedule"

The effective date of updates under this subsection c. will be no later than the first day of the next calendar quarter after final publication by the Fee Source, except that if that quarter begins less than 60 days after final publication, the effective date will be no later than the first day of the calendar quarter following the next calendar quarter. For example, if final publication by the Fee Source is on April 10, the fee update under this subsection c. will be effective no later than July 1, and if final publication by the Fee Source is on June 10, the fee update under this subsection c. will be effective no later than October 1.

d. Other Updates

United reserves the right, but not the obligation, to perform other updates as may be necessary to remain consistent with a Primary Fee Source. United also will perform other updates as may be required by applicable law from time to time. United will use reasonable commercial efforts to implement the updates in its systems on or before the later of (i) 90 days after the effective date of any modification made by the Fee Source or (ii) 90 days after the date on which the Fee Source initially places information regarding such modification in the public domain (for example, when CMS distributes program memoranda to providers). United will make the updates effective in its system on the effective date of the change by the Fee Source. However, claims already processed prior to the change being implemented by United will not be reprocessed unless otherwise required by law.



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For More Information

United is committed to providing transparency related to our fee schedules. If you have questions about this fee schedule, please contact Network Management at the address and phone number on your contract or participation agreement or you may use our fee schedule look-up function on the web at: www.unitedhealthcareonline.com or contact our Voice Enabled Telephonic Self Service line at (877) 842-3210.

Wisconsin Regulatory Requirements Appendix

In addition to our understandings in the agreement between you and us, there are certain additional items which Wisconsin laws and regulations require us to include in our contract. This appendix sets forth those items and is made part of the agreement between you and us.

These requirements apply to all products or benefit plans sponsored, issued or administered by or accessed through us to the extent such products are regulated under Wisconsin laws.

We each agree to be bound by the terms and conditions contained in this appendix. In the event of a conflict or inconsistency between this appendix and any term or condition contained in the agreement between you and us, this appendix shall control except with regard to benefit contracts outside the scope of this appendix. For the purpose of this appendix, "enrollee" or "member" shall mean our customers who are enrolled in benefit contracts insured or administered by us or any participating entity.

Provisions applicable to benefit contracts regulated under Wisconsin HMO laws:

1. Provider Disclosure. We each agree that nothing in the agreement between you and us shall be construed to limit your ability to disclose information, to or on behalf of an enrollee, about the enrollee's medical condition. You may discuss, with or on behalf of an enrollee, all treatment options and any other information that you determine to be in the best interest of the enrollee and within the scope of your professional license. We may not penalize you nor terminate the agreement between you and us because you make referrals to other participating providers or discuss medically necessary or appropriate care with or on behalf of an enrollee. We may not retaliate against you for advising an enrollee of treatment options that are not covered benefits under the enrollee's benefit contract with us.

2. Acknowledgment of Receipt of Notice and Agreement Not to Elect Exemption from Wisconsin Statute Section 609.91. You acknowledge receipt of the notice, in the form attached as Exhibit A, required by Wisconsin Statute, Section 609.94(1). You agree that you shall not exercise the right under Wisconsin Statute, Section 609.92 to elect to be exempt from Wisconsin Statute, Section 609.91(1)(b) for the purpose of recovering health care costs arising from health care furnished by you. You acknowledge that your agreement not to exercise this right shall mean that you shall remain subject to the restrictions on recovery of health care costs found in Wisconsin Statute, Section 609.91. In the event that you are not subject to the restrictions on recovery of health care costs found at Wisconsin Statute, Section 609.91(1)(a), (am), or (b), you agree to elect to be subject to such restrictions pursuant to Wisconsin Statute 609.925 and any applicable regulations, and shall promptly take such action as is necessary to implement such election.

3. Continued Provision of Health Services after Termination. In the event the agreement between you and us is terminated by you for any reason or in the event the agreement between you and us is terminated by us for any reason other than you no longer practice in our geographic service area or misconduct on your part, you agree to continue to provide health services to enrollees for the following periods:

(a) **Enrollee Care.** If an enrollee is receiving care from you under a prescribed treatment plan and you are not a primary care physician, you are obligated to continue the provision of health care services to that enrollee until (i) the completion of the treatment; or (ii) a period of ninety (90) days after the effective date of your termination, whichever is shorter, except that the continuation of health care services is not required to extend beyond the end of the current plan year, for an enrollee who has coverage under a contract with us that has no open enrollment period; or the end of the plan year for which it was represented that you were, or would be, a

provider participating in our products for an enrollee with an open enrollment period. You agree to accept and we or a participating entity are obligated to pay the amounts established by the agreement between you and us for covered health care services rendered according to this section after termination of this agreement.

(b) Maternity Care. If an enrollee is receiving maternity care from you and the enrollee is in her second or third trimester of pregnancy, you are obligated to continue the provision of health care services to that enrollee until the completion of the postpartum care. You agree to accept and we or the participating entity, as applicable, are obligated to pay the amounts established by the agreement between you and us for covered health care services rendered after termination of this agreement.

(c) Primary Care Physician. If you are a primary care physician, you are obligated to continue the provision of health care services until the end of the current plan year for an enrollee with no open enrollment period; or until the end of the plan year for which it was represented that you were, or would be, a participating provider for an enrollee with an open enrollment period. You agree to accept we or the participating entity, as applicable, are obligated to pay the amounts established by this agreement for covered health care services rendered after termination of this agreement.

Additionally, in the event you terminate the agreement between you and us for any reason, you shall, within 30 days prior to the termination or 15 days following our receipt of the termination notice, whichever is later, post a notification of such termination in your office. This notice requirement applies only if you are a specialist and we do not require a referral.

4. Grievances. You must identify complaints and grievances in a timely manner and forward these complaints and grievances to us in a timely manner.

Provisions applicable to benefit contracts regulated by the State of Wisconsin but not subject to Wisconsin HMO laws:

1. Provider Disclosure. We each agree that nothing in the agreement between you and us shall be construed to limit your ability to disclose information, to or on behalf of an enrollee, about the enrollee's medical condition. You may discuss, with or on behalf of an enrollee, all treatment options and any other information that you determine to be in the best interest of the enrollee and within the scope of your professional license. We may not penalize you nor terminate the agreement between you and us because you make referrals to other participating providers or discuss medically necessary or appropriate care with or on behalf of an enrollee. We may not retaliate against you for advising an enrollee of treatment options that are not covered benefits under the enrollee's contract with us.

2. Continued Provision of Health Services after Termination. In the event the agreement between you and us is terminated by you for any reason or in the event the agreement between you and us is terminated by us for any reason other than you no longer practice in our geographic service area or misconduct on your part, you agree to continue to provide health services to enrollees for the following periods:

(a) Enrollee Care. If an enrollee is receiving care from you under a prescribed treatment plan and you are not a primary care physician, you are obligated to continue the provision of health care services to that enrollee until (i) the completion of the treatment; or (ii) a period of ninety (90) days after the effective date of your termination, whichever is shorter, except that the continuation of health care services is not required to extend beyond the end of the current plan

year, for an enrollee who has coverage under a contract with us that has no open enrollment period or the end of the plan year for which it was represented that you were, or would be, a provider participating in our products for an enrollee with an open enrollment period. You agree to accept and we or a participating entity are obligated to pay the amounts established by the agreement between you and us for covered health care services rendered according to this section after termination of this agreement.

(b) Maternity Care. If an enrollee is receiving maternity care from you and the enrollee is in her second or third trimester of pregnancy, you are obligated to continue the provision of health care services to that enrollee until the completion of the postpartum care. You agree to accept and we or the participating entity, as applicable, are obligated to pay the amounts established by the agreement between you and us for covered health care services rendered after termination of the agreement.

(c) Primary Care Physician. If you are a primary care physician, you are obligated to continue the provision of health care services until the end of the current plan year for an enrollee with no open enrollment period; or until the end of the plan year for which it was represented that you were, or would be, a participating provider for an enrollee with an open enrollment period. You agree to accept we or the participating entity, as applicable, are obligated to pay the amounts established by this agreement for covered health care services rendered after termination of this agreement.

Additionally, in the event you terminate the agreement between you and us for any reason, you shall, within 30 days prior to the termination or 15 days following our receipt of the termination notice, whichever is later, post a notification of such termination in your office. This notice requirement applies only if you are a specialist and we do not require a referral.

3. Hold Harmless. If you provide services to an enrollee after termination of the agreement between you and us pursuant to the "Continued Provision of Health Services after Termination" section of this appendix, you may not, for any reason, including but not limited to termination of the agreement between you and us, breach or default of the agreement by us or our insolvency or bankruptcy, bill, charge, collect a deposit from, seek remuneration or compensation from, file or threaten to file with a credit reporting agency or have any recourse against an enrollee, or any person acting on their behalf for costs that are covered under the benefit plan issued by us. This provision does not affect the liability of an enrollee for any copayments or premiums owed under a benefit plan issued by us or a participating entity.

4. Grievances. You must identify complaints and grievances in a timely manner and forward these complaints and grievances to us in a timely manner.

Exhibit A to the Wisconsin Regulatory Requirements Appendix

NOTICE REQUIRED BY WISCONSIN STATUTE 609.94

NOTICE

THIS NOTICE DESCRIBES RECENTLY ENACTED HOLD-HARMLESS PROVISIONS WHICH AFFECT YOUR ABILITY TO SEEK RECOURSE AGAINST HMO ENROLLEES FOR PAYMENT FOR SERVICES.

Section 609.94, Wis. Stat., requires each health maintenance organization insurer (HMO) to provide a summary notice to all of its participating providers of the new statutory limitations and requirements in Sections 609.91 to 609.935, and Section 609.97(1).

SUMMARY

Under Wisconsin law, a health care provider may not hold HMO enrollees or policyholders ("enrollees") liable for costs covered under an HMO policy if the provider is subject to statutory provisions which "hold harmless" the enrollees. For most health care providers application of the statutory hold-harmless is "mandatory" or it applies unless the provider elects to "opt-out." A provider permitted to "opt-out" must file timely notice with the Wisconsin office of the Commissioner of Insurance ("OCI").

Some types of provider care are subject to the hold-harmless statutes only if the provider voluntarily "opts-in." An HMO may partially satisfy its regulatory capital and surplus requirements if health care providers elect to remain subject to the statutory hold-harmless provisions.

This notice is only a summary of the law. Every effort has been made to accurately describe the law. However, if this summary is inconsistent with a provision of the law or incomplete, the law shall control.

HOLD HARMLESS

A health care provider who is subject to the statutory hold-harmless provisions is prohibited from seeking to recover health care costs from an enrollee. The provider may not bill, charge, collect a deposit from, seek remuneration or compensation from, file or threaten to file with a credit reporting agency or have any recourse against an enrollee or any person acting on the enrollee's behalf, for health care costs for which the enrollee is not liable. The prohibition on recovery does not affect the liability of an enrollee for any deductibles or copayments, or for the premiums owed under the policy, or certificate issued by the HMO.

A. MANDATORY FOR HOLD HARMLESS

An enrollee of an HMO is not liable to a health care provider for health care costs that are covered under a policy issued by that HMO if any of the following are met:

1. Care is provided by a provider who is an affiliate of the HMO, owns at least 5% of the voting securities of the HMO, is directly or indirectly involved with the HMO through direct or indirect selection of or representation by one or more board members, or is an Individual Practice Association ("IPA") and is represented, or an affiliate is represented, by one of at least three HMO board members who directly or indirectly represent one or more IPAs or affiliates of IPAs; or,
2. Care is provided by a provider under a contract with or through membership in an organization identified in 1.; or
3. To the extent the charge exceeds the amount the HMO has contractually agreed to pay the provider for that health care service; or
4. The care is provided to an enrolled medical assistant recipient under a Department of Health and Social Services prepaid health care policy.
5. The care is required to be provided under the requirements of Wis. Admin. Code, Ins. 9.35.

B. "OPT-OUT" HOLD HARMLESS

If the conditions described in A do not apply, the provider shall be subject to the statutory hold harmless unless the provider files timely election with OCI to be exempt if the health care meets any of the following:

1. Provided by a hospital or an IPA; or
2. A physician service, or other provider services, equipment, supplies or drugs that are ancillary or incidental to such services and are provided under a contract with the HMO or are provided by a provider selected by the HMO; or
3. Provided by a provider, other than a hospital, under a contract with or through membership in an IPA which has not elected to be exempt. Note that only the IPA may file election to exempt care provided by its member providers from the statutory hold harmless (See Exemptions and Elections; #4).

C. "OPT-IN" HOLD HARMLESS

If a provider of health care is not subject to the conditions described in A or B, the provider may elect to be subject to the statutory hold-harmless provisions by filing a notification with the OCI stating that the provider elects to be subject with respect to any specific HMO. A provider may terminate such a notice of election by stating the termination date in that notice or in a separate notification.

CONDITIONS NOT AFFECTING IMMUNITY

An enrollee's immunity under the statutory hold harmless is not affected by any of the following:

1. Any agreement entered into by a provider, an HMO, or any other person, whether oral or written, purporting to hold the enrollee liable for costs (except a notice of election or termination permitted under the statute);
2. A breach of or default on any agreement by the HMO, an IPA, or any other person to compensate the provider for health care costs for which the enrollee is not liable;

3. The insolvency of the HMO or any person contracting with the HMO, or the commencement of insolvency, delinquency or bankruptcy proceedings involving the HMO or other persons which would affect compensation for health care costs for which an enrollee is not liable under the statutory hold harmless;
4. The inability of the provider or other person who is owed compensation to obtain compensation for health care costs for which the enrollee is not liable;
5. Failure by the HMO to provide notice to providers of the statutory hold-harmless provisions; or
6. Any other condition or agreement existing at any time.

EXEMPTIONS AND ELECTIONS

Hospitals, IPAs, and providers of physician services who may "opt-out" may elect to be exempt from the statutory hold harmless and prohibition on recovery of health care costs under the following conditions and with the following notifications:

1. If the hospital, IPA, or other provider has a written contract with the HMO, the provider must within thirty (30) days after entering into that contract provide a notice to the OCI of the provider's election to be exempt from the statutory hold harmless and recovery limitations for care under the contract.
2. If the hospital, IPA, or other provider does not have a contract with an HMO, the provider must notify OCI that it intends to be exempt with respect to a specific HMO and must provide that notice at least ninety (90) days in advance.
3. A provider who submits a notice of election to be exempt may terminate that election by stating a termination date in the notice or by submitting a separate termination notice to OCI.
4. The election by an IPA to be exempt from the statutory provisions, or the failure of an IPA to so elect, applies to costs of health care provided by any provider, other than a hospital, under contract with or through membership in the IPA. Such a provider, other than a hospital, may not exercise an election separately from the IPA. Similarly, an election by a clinic to be exempt from the statutory limitations and restrictions of the failure of the clinic to elect to be exempt applies to costs of health care provided by any provider through the clinic. An individual provider may not exercise an election to be exempt separate from the clinic.
5. The statutory hold-harmless "opt-out" provision applies to physician services only if the services are provided under a contract with the HMO or if the physician is a selected provider for the HMO, unless the services are provided by a physician for a hospital, IPA or clinic which is subject to the statutory hold-harmless "opt-out" provisions.

NOTICES

All notices of election and termination must be in writing and in accordance with rules promulgated by the Commissioner of Insurance. All notices of election or termination filed with OCI are not affected by the renaming, reorganization, merger, consolidation or change in control of the provider, HMO, or other

person. However, OCI may promulgate rules requiring an informational filing if any of these events occur.

Notices to the Office of the Commissioner of Insurance must be written and received at the Office's current address:

Office of the Commissioner of Insurance
123 West Washington Avenue
P.O. Box 7873
Madison, WI 53707

HMO CAPITAL AND SECURITY SURPLUS

Each HMO is required to meet minimum capital and surplus standards ("compulsory surplus requirements"). These standards are higher if the HMO has fewer than 90% of its liabilities covered by the statutory hold harmless. Specifically, the compulsory surplus requirements shall be at least the greater of \$750,000 or 6% of the premiums earned by the HMO in the last 12 months if its covered liabilities are less than 90%, or 3% of the premiums earned by the HMO in the last 12 months if its covered liabilities are more than 90%.

In addition to capital and surplus, an HMO must also maintain a security surplus in the amount set by the Commission of Insurance.

FINANCIAL INFORMATION

An HMO is required to file financial statements with the OCI. You may request financial statements from the HMO. The OCI also maintains files of HMO financial statements that can be inspected by the public.

MEDICARE ADVANTAGE REGULATORY REQUIREMENTS APPENDIX

THIS MEDICARE ADVANTAGE REGULATORY REQUIREMENTS APPENDIX (this “Appendix”) supplements and is made part of the network participation agreement (the “Agreement”) between United and the physician or provider named in the Agreement (“Provider”).

SECTION 1 APPLICABILITY

This Appendix applies to the Covered Services Provider provides to Medicare Advantage Customers. In the event of a conflict between this Appendix and other appendices or any provision of the Agreement, the provisions of this Appendix shall control except: (1) with regard to Benefit Plans outside the scope of this Appendix; (2) as noted in Section 2 of this Appendix; or (3) as required by applicable law.

SECTION 2 DEFINITIONS

For purposes of this Appendix, the following terms shall have the meanings set forth below; provided, however, in the event any definition set forth in this Appendix is in conflict with any definition in the Agreement for the same or substantially similar term, the definition for such term in the Agreement shall control. All other capitalized terms not otherwise defined in this Appendix shall be as defined in the Agreement.

2.1 Benefit Plan: A certificate of coverage, summary plan description, or other document or agreement, whether delivered in paper, electronic, or other format, under which a Payer is obligated to provide coverage of Covered Services for a Customer. Benefit Plan may also be referred to as benefit contract, benefit document, plan, or other similar term under the Agreement.

2.2 CMS Contract: A contract between the Centers for Medicare & Medicaid Services (“CMS”) and a Medicare Advantage Organization for the provision of Medicare benefits pursuant to the Medicare Advantage Program under Title XVIII, Part C of the Social Security Act.

2.3 Cost Sharing: Those costs, if any, under a Benefit Plan that are the responsibility of the Customer, including deductibles, coinsurance, and copayments. Cost Sharing may also be referred to as patient expenses or other similar term under the Agreement.

2.4 Covered Service: A health care service or product for which a Customer is entitled to receive coverage from a Payer, pursuant to the terms of the Customer’s Benefit Plan with that Payer. A Covered Service may also be referred to as a health service or other similar term under the Agreement.

2.5 **Customer:** A person eligible and enrolled to receive coverage from a Payer for Covered Services. A Customer may also be referred to as an enrollee, member, patient, covered person, or other similar term under the Agreement.

2.6 **Dual Eligible Customer:** A Medicare Advantage Customer who is: (a) eligible for Medicaid; and (b) for whom the state is responsible for paying Medicare Part A and B Cost Sharing.

2.7 **Medicare Advantage Benefit Plans:** Benefit Plans sponsored, issued or administered by a Medicare Advantage Organization as part of the Medicare Advantage program or as part of the Medicare Advantage program together with the Prescription Drug program under Title XVIII, Part C and Part D, respectively, of the Social Security Act (as those program names may change from time to time).

2.8 **Medicare Advantage Customer or MA Customer:** A Customer eligible for and enrolled in a Medicare Advantage Benefit Plan in which Provider participates pursuant to the Agreement.

2.9 **Medicare Advantage Organization or MA Organization:** For purposes of this Appendix, MA Organization is either United or Payer.

2.10 **Payer:** An entity obligated to a Customer to provide reimbursement for Covered Services under the Customer's Benefit Plan and authorized by United to access Provider's services under the Agreement. A Payer may also be referred to as a payor, participating entity or other similar term under the Agreement.

2.11 **United:** UnitedHealthcare Insurance Company and/or one or more of its affiliates.

SECTION 3 PROVIDER REQUIREMENTS

3.1 **Data.** Provider shall submit to MA Organization all risk adjustment data as defined in 42 CFR 422.310(a), and other Medicare Advantage program-related information as may be requested by MA Organization, within the timeframes specified and in a form that meets Medicare Advantage program requirements. By submitting data to MA Organization, Provider represents to MA Organization, and upon MA Organization's request Provider shall certify in writing, that the data is accurate, complete, and truthful, based on Provider's best knowledge, information and belief.

3.2 **Policies.** Provider shall cooperate and comply with MA Organization's policies and procedures.

3.3 **Customer Protection.** Provider agrees that in no event, including but not limited to, non-payment by MA Organization or an intermediary, insolvency of MA Organization or an intermediary, or breach by United of the Agreement, shall Provider bill, charge, collect a deposit

from, seek compensation, remuneration or reimbursement from, or have any recourse against any MA Customer or person (other than MA Organization or an intermediary) acting on behalf of the MA Customer for Covered Services provided pursuant to the Agreement or for any other fees that are the legal obligation of MA Organization under the CMS Contract. This provision does not prohibit Provider from collecting from MA Customers allowable Cost Sharing. This provision also does not prohibit Provider and an MA Customer from agreeing to the provision of services solely at the expense of the MA Customer, as long as Provider has clearly informed the MA Customer, in accordance with applicable law, that the MA Customer's Benefit Plan may not cover or continue to cover a specific service or services.

In the event of MA Organization's or an intermediary's insolvency or other cessation of operations or termination of MA Organization's contract with CMS, Provider shall continue to provide Covered Services to an MA Customer through the later of the period for which premium has been paid to MA Organization on behalf of the MA Customer, or, in the case of MA Customers who are hospitalized as of such period or date, the MA Customer's discharge.

This provision shall be construed in favor of the MA Customer, shall survive the termination of the Agreement regardless of the reason for termination, including MA Organization's insolvency, and shall supersede any contrary agreement, oral or written, between Provider and an MA Customer or the representative of an MA Customer if the contrary agreement is inconsistent with this provision.

For the purpose of this provision, an "intermediary" is a person or entity authorized to negotiate and execute the Agreement on behalf of Provider or on behalf of a network through which Provider elects to participate.

3.4 Dual Eligible Customers. Provider agrees that in no event, including but not limited to, non-payment by a state Medicaid agency or other applicable regulatory authority, other state source, or breach by United of the Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Dual Eligible Customer, person acting on behalf of the Dual Eligible Customer, or MA Organization (unless notified otherwise) for Medicare Part A and B Cost Sharing. Instead, Provider will either: (a) accept payment made by or on behalf of MA Organization as payment in full; or (b) bill the appropriate state source for such Cost Sharing amount. If Provider imposes an excess charge on a Dual Eligible Customer, Provider is subject to any lawful sanction that may be imposed under Medicare or Medicaid. This provision does not prohibit Provider and a Dual Eligible Customer from agreeing to the provision of services solely at the expense of the Dual Eligible Customer, as long as Provider has clearly informed the Dual Eligible Customer, in accordance with applicable law, that the Dual Eligible Customer's Benefit Plan may not cover or continue to cover a specific service or services.

3.5 Eligibility. Provider agrees to immediately notify MA Organization in the event Provider is or becomes excluded from participation in any federal or state health care program under Section 1128 or 1128A of the Social Security Act. Provider also shall not employ or contract for the provision of health care services, utilization review, medical social work or administrative services, with or without compensation, with any individual or entity that is or becomes excluded from

participation in any federal or state health care program under Section 1128 or 1128A of the Social Security Act.

3.6 **Laws.** Provider shall comply with all applicable federal and Medicare laws, regulations, and CMS instructions, including but not limited to: (a) federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse, including but not limited to, applicable provisions of federal criminal law, the False Claims Act (31 U.S.C. §3729 et seq.), and the anti-kickback statute (§1128B of the Social Security Act); and (b) HIPAA administrative simplification rules at 45 CFR Parts 160, 162, and 164.

3.7 **Federal Funds.** Provider acknowledges and agrees that MA Organization receives federal payments under the CMS Contract and that payments Provider receives from or on behalf of MA Organization are, in whole or in part, from federal funds. Provider is therefore subject to certain laws that are applicable to individuals and entities receiving federal funds.

3.8 **CMS Contract.** Provider shall perform the services set forth in the Agreement in a manner consistent with and in compliance with MA Organization's contractual obligations under the CMS Contract.

3.9 **Records.**

(a) Maintenance; Privacy and Confidentiality; Customer Access. Provider shall maintain records and information related to the services provided under the Agreement, including but not limited to MA Customer medical records and other health and enrollment information, in an accurate and timely manner. Provider shall maintain such records for the longer of the following periods:

(i) in the case of records containing information related to the medical loss ratio information reported to CMS by the MA Organization, including, for example, information related to incurred claims and quality improvement activities, at least ten (10) years from the date such medical loss ratio information is reported to CMS by the MA Organization, or

(ii) in the case of all records, at least ten (10) years from the final date of the CMS Contract period in effect at the time the records were created, or such longer period as required by law.

Provider shall safeguard MA Customer privacy and confidentiality, including but not limited to the privacy and confidentiality of any information that identifies a particular MA Customer, and shall comply with all federal and state laws regarding confidentiality and disclosure of medical records or other health and enrollment information. Provider shall ensure that MA Customers have timely access to medical records and information that pertain to them, in accordance with applicable law.

(b) Government Access to Records. Provider acknowledges and agrees that the Secretary of Health and Human Services, the Comptroller General, or their designees shall have the right to audit, evaluate and inspect any pertinent books, contracts, computer or other electronic systems (including medical records), patient care documentation and other records and information belonging to Provider that involve transactions related to the CMS Contract. This right shall extend through the longer of the following periods:

(i) in the case of records containing information related to the medical loss ratio information reported to CMS by the MA Organization, including, for example, information related to incurred claims and quality improvement activities, at least ten (10) years from the date such medical loss ratio information is reported to CMS by the MA Organization, or

(ii) in the case of all records, at least ten (10) years from the later of the final date of the CMS Contract period in effect at the time the records were created or the date of completion of any audit, or longer in certain instances described in the applicable Medicare Advantage regulations.

For the purpose of conducting the above activities, Provider shall make available its premises, physical facilities and equipment, records relating to MA Customers, and any additional relevant information CMS may require.

(c) MA Organization Access to Records. Provider shall grant MA Organization or its designees such audit, evaluation, and inspection rights identified in subsection 3.9(b) as are necessary for MA Organization to comply with its obligations under the CMS Contract. Whenever possible, MA Organization will give Provider reasonable notice of the need for such audit, evaluation or inspection, and will conduct such audit, evaluation or inspection at a reasonable time and place. Provider shall submit medical records of MA Customers to the MA Organization as may be requested, within the timeframes specified, for the purpose of (i) CMS audits of risk adjustment data and (ii) for other purposes medical records from providers are used by MA Organization, as specified by CMS. Provision of medical records must be in the manner consistent with HIPAA privacy statute and regulations.

3.10 MA Organization Accountability; Delegated Activities. Provider acknowledges and agrees that MA Organization oversees and is accountable to CMS for any functions and responsibilities described in the CMS Contract and applicable Medicare Advantage regulations, including those that MA Organization may delegate to Provider or others. If MA Organization has delegated any of its functions and responsibilities under the CMS Contract to Provider pursuant to the Agreement, the following shall apply in addition to the other provisions of this Appendix:

(a) Provider shall perform those delegated activities specified in the Agreement, if any, and shall comply with any reporting responsibilities as set forth in the Agreement.

(b) If MA Organization has delegated to Provider any activities related to the credentialing of health care providers, Provider must comply with all applicable CMS requirements for credentialing, including but not limited to the requirement that the credentials of medical professionals must either be reviewed by MA Organization, or the credentialing process must be reviewed, pre-approved and audited on an ongoing basis by MA Organization.

(c) If MA Organization has delegated to Provider the selection of health care providers to be participating providers in MA Organization's Medicare Advantage network, MA Organization retains the right to approve, suspend or terminate the participation status of such health care providers.

(d) Provider acknowledges that MA Organization shall monitor Provider's performance of any delegated activities on an ongoing basis. If MA Organization or CMS determines that Provider has not performed satisfactorily, MA Organization may revoke any or all delegated activities and reporting requirements. Provider shall cooperate with MA Organization regarding the transition of any delegated activities or reporting requirements that have been revoked by MA Organization.

3.11 Subcontracts. If Provider has any arrangements, in accordance with the terms of the Agreement, with affiliates, subsidiaries, or any other subcontractors, directly or through another person or entity, to perform any of the services Provider is obligated to perform under the Agreement that are the subject of this Appendix, Provider shall ensure that all such arrangements are in writing, duly executed, and include all the terms contained in this Appendix. Provider shall provide proof of such to MA Organization upon request. Provider further agrees to promptly amend its agreements with such subcontractors, in a manner consistent with the changes made to this Appendix by MA Organization, to meet any additional CMS requirements that may apply to the services.

3.12 Offshoring. Unless previously authorized by MA Organization in writing, all services provided pursuant to the Agreement that are subject to this Appendix must be performed within the United States, the District of Columbia, or the United States territories.

SECTION 4 OTHER

4.1 Payment. MA Organization or its designee shall promptly process and pay or deny Provider's claim no later than sixty (60) days after MA Organization or its designee receives all appropriate information as described in MA Organization's administrative procedures. If Provider is responsible for making payment to subcontracted providers for services provided to MA Customers, Provider shall pay them no later than sixty (60) days after Provider receives request for payment for those services from subcontracted providers.

4.2 Regulatory Amendment. MA Organization may unilaterally amend this Appendix to comply with applicable laws and regulations and the requirements of applicable regulatory

authorities, including but not limited to CMS. MA Organization shall provide written or electronic notice to Provider of such amendment and its effective date. Unless such laws, regulations or regulatory authority(ies) direct otherwise, the signature of Provider will not be required in order for the amendment to take effect.

**WISCONSIN BADGERCARE PLUS AND MEDICAID SSI
REGULATORY REQUIREMENTS APPENDIX**

THIS WISCONSIN BADGERCARE PLUS AND MEDICAID SSI REGULATORY REQUIREMENTS APPENDIX (this “Appendix”) supplements and is made part of the provider agreement (the “Agreement”) between UnitedHealthcare of Wisconsin, Inc. (“United”) and the provider named in the Agreement (“Provider”).

**SECTION 1
APPLICABILITY**

This Appendix applies with respect to the provision of health care services that Provider provides directly to Covered Persons under the State of Wisconsin BadgerCare Plus and Medicaid SSI programs (collectively, the “State Medicaid Program”), as governed by the State’s designated regulatory agencies. In the event of a conflict between this Appendix and other appendices or any provision of the Agreement, the provisions of this Appendix shall control except with regard to benefit contracts outside the scope of this Appendix or unless otherwise required by law. In the event United is required to amend or supplement this Appendix as required or requested by the State, Provider agrees that United shall be permitted to unilaterally initiate such additions, deletions or modifications.

**SECTION 2
DEFINITIONS**

Unless otherwise defined in this Appendix, all capitalized terms shall be as defined in the Agreement. For purposes of this Appendix, the following terms shall have the meanings set forth below; provided, however, in the event any definition set forth in this Appendix or the Agreement is inconsistent with any definitions under the State Medicaid Program, the definitions shall have the meaning set forth under the State Medicaid Program.

2.1 **Agreement:** An executed contract between United and Provider for the provision of Covered Services to persons enrolled in the State Medicaid Program.

2.2 **BadgerCare Plus:** The Wisconsin State program that merges Family Medicaid, BadgerCare, and Healthy Start to form a comprehensive health insurance program for low income children and families.

2.3 **Clean Claim:** A truthful, complete and accurate claim that does not have to be returned for additional information.

2.4 **Covered Person:** An individual who is currently enrolled with United for the provision of services under the State Medicaid Program. A Covered Person may also be referred to as an Enrollee, Member or Customer under the Agreement.

2.5 **Covered Services:** A health care service or product for which a Covered Person is enrolled with United to receive coverage under the State Medicaid Contract.

- 2.6 **Department or DHS:** The Wisconsin Department of Health Services.
- 2.7 **Provider:** A hospital, ancillary provider, physician group, or individual physician who has entered into an Agreement.
- 2.8 **State:** The State of Wisconsin or its designated regulatory agencies.
- 2.9 **State Medicaid Contract:** United's contract with the Wisconsin Department of Health Services for the purpose of providing and paying for Covered Services to Covered Persons enrolled in the BadgerCare Plus and Medicaid SSI programs (collectively, the "State Medicaid Program").
- 2.10 **State Medicaid Program:** The BadgerCare Plus and Medicaid SSI programs. For purposes of this Appendix, State Medicaid Program may refer to the State agency(ies) responsible for administering the State Medicaid Program.

SECTION 3 PROVIDER REQUIREMENTS

The State Medicaid Program, through federal and State statutes and regulations, requires the Agreement to contain certain conditions that United and Provider agree to undertake, which are as follows:

3.1 Provider shall follow the State Medicaid Contract's provisions for the coverage of Covered Services. Provider's decisions affecting the delivery of acute or chronic care services to Covered Persons shall be made on an individualized basis and in accordance with the following definitions:

(a) Emergency Medical Condition: Emergency Medical Condition includes all of the following:

(1) A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in any of the following:

- (i) placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
- (ii) serious impairment of bodily functions; or
- (iii) serious dysfunction of any bodily organ or part.

(2) With respect to a pregnant woman who is in active labor:

- (i) where there is inadequate time to effect a safe transfer to another hospital before delivery; or
- (ii) where transfer may pose a threat to the health or safety of the woman or the unborn child.

(3) A psychiatric emergency involving a significant risk of serious harm to oneself or others.

(4) A substance abuse emergency exists if there is significant risk of serious harm to a Covered Person or others, or there is likelihood of return to substance abuse without immediate treatment.

(5) Emergency dental care is defined as an immediate service needed to relieve the patient from pain, an acute infection, swelling, trismus, fever, or trauma. In all emergency situations, the HMO must document in the Covered Person's dental records the nature of the emergency.

(b) Emergency Services: Covered inpatient and outpatient services that are furnished by a provider qualified to furnish those health services and that are needed to evaluate or stabilize an Emergency Medical Condition.

(c) Medically Necessary: A medical service that meets the definition of Wis. Adm. Code HFS 101.03(96m), as may be amended from time to time.

3.2 Provider must be certified by the BadgerCare Plus and/or Medicaid program for services required under this Agreement. DHS reserves the right to withhold retrospectively from the capitation payments the monies related to services provided by any non-Medicaid or BadgerCare Plus-certified physicians or providers, at the Medicaid fee-for-service rate for those services.

3.3 Provider shall abide by the terms of the State Medicaid Contract for the timely provision of emergency and urgent care.

3.4 Where applicable, Provider shall follow those procedures for handling urgent and emergency care cases stipulated in any required hospital/emergency room Memoranda of Understanding (MOU) signed by United in accordance with the State Medicaid Contract.

3.5 Provider agrees to submit encounter data in the format specified by United, so that United can meet the Department's specifications required under the State Medicaid Contract. United will evaluate the credibility of data obtained from external databases to ensure that any patient-reported information has been adequately verified. Provider shall also cooperate with United in its preparation of reports and clinical information required under the State Medicaid Contract including, without limitation, all child and adolescent health check-up reporting, HealthCheck encounters, and cancer screening encounters, as appropriate, and such other reporting for Covered Services as may be required under the State Medicaid Contract.

3.6 Provider shall ensure the confidentiality of family planning services in accordance with the terms of the State Medicaid Contract.

3.7 Provider shall abide by the terms of the State Medicaid Contract regarding appeals to United and DHS for non-payment by United for services rendered to Covered Persons by providers, including:

(a) United must accept written appeals from Provider if Provider disagrees with United's payment/denial determination as long as Provider submits the dispute in writing and within sixty (60) days of the initial payment/denial notice. United has forty-five (45) days from the date of the receipt of the request for reconsideration to respond to Provider in writing. If United fails to respond within that time, or if Provider is not satisfied with United's response, Provider may seek a final determination from DHS.

(b) United must inform Provider in writing of United's payment/denial determinations including:

(i) A specific explanation of the payment amount or a specific reason for the payment denial.

(ii) A statement regarding Provider's rights and responsibilities in appealing to United about United's initial determination by submitting a separate letter or form: (a) clearly marked "appeal"; (b) containing the provider's name, date of service, date of billing, date of rejection, the Covered Person's name and BadgerCare Plus and/or Medicaid SSI ID number, and reason(s) the claim merits reconsideration; (c) for each appeal; (d) addressed to the person and/or department at United that handles provider appeals within sixty (60) days of the initial denial or partial payment.

(iii) A statement advising Provider of its right to appeal to the DHS if United fails to respond to the appeal within forty-five (45) days or if Provider is not satisfied with United's response to the request for reconsideration, and that all appeals to the DHS must be submitted in writing within sixty (60) days of United's final decision or, in the case of no response, within sixty (60) days from the forty-five (45) day timeline allotted United to respond. In cases where there is a dispute about United's payment/denial determination and Provider has requested reconsideration, the DHS will hear appeals and make final determinations. The DHS will not exercise its authority in this regard unreasonably. The DHS will accept written comments from all parties to the dispute before making the decision. United and Provider must accept DHS's determinations regarding appeals of disputed claims. If DHS's decision is in favor

of Provider, United will pay Provider within forty-five (45) days of receipt of DHS's final determination.

3.8 Provider shall provide for timely access for Covered Person appointments in accordance with the appointment availability requirements established under the State Medicaid Contract including without limitation, appointments for preventative care, urgent care, routine sick care, and well care.

3.9 Provider shall cooperate with United and provide a Covered Person with continuity of treatment (which may include coordination of care as required under law) in the event Provider's participation with United terminates during the course of a Covered Person's treatment by Provider.

3.10 Provider shall not create barriers to access to care by imposing requirements on Covered Persons that are inconsistent with the provision of Medically Necessary and covered BadgerCare Plus and/or Medicaid SSI benefits (e.g., coordination of benefits recovery procedures that delay or prevent care).

3.11 Provider shall look solely to United for payment of Covered Services provided to Covered Persons pursuant to the Agreement and the State Medicaid Contract and hold the State and Covered Persons harmless in the event that United cannot or will not pay for such Covered Services. Provider agrees not to bill BadgerCare Plus and/or Medicaid SSI Covered Persons for Medically Necessary services covered under the State Medicaid Contract and provided during the Covered Person's period of enrollment with United, pursuant to Section 1128(B)(d)(1) of the Social Security Act. Provider also agrees not to bill a Covered Person for any missed appointments while the Covered Person is eligible under the BadgerCare Plus – Standard Plan and/or Medicaid SSI programs; provided, however, Covered Persons eligible under the BadgerCare Plus – Benchmark Plan (as described in the State Contract) may be billed for missed appointments. In addition, a Covered Person eligible under the BadgerCare Plus – Standard Plan (as described in the State Contract) or the BadgerCare Plus – Benchmark Plan may be billed for applicable copayments and/or premiums for Medically Necessary services provided during the Covered Person's enrollment with United. Provider may not bill a Medicaid SSI Covered Person for copayments or premiums for Medically Necessary services provided during the Covered Person's enrollment with United. This provision will remain in effect even if United becomes insolvent.

Notwithstanding the foregoing, if a Covered Person agrees in writing to pay for a non-covered service, then Provider, a subcontractor, or United can bill the Covered Person for the service. The standard release form signed by the Covered Person at the time of services does not relieve Provider, a subcontractor or United from the prohibition against billing a BadgerCare Plus – Standard Plan or Medicaid SSI Covered Person in the absence of a knowing assumption of liability for a non-covered service. The form or other type of acknowledgment relevant to BadgerCare Plus or Medicaid SSI Covered Person liability must specifically state the admissions, services, or procedures that are not covered by BadgerCare Plus or Medicaid SSI.

3.12 Provider shall cooperate with United in the event an immediate transfer to another primary care physician or Medicaid managed care contractor is warranted if the Covered Person's health or safety is in jeopardy, as may be required under law.

3.13 In addition to the amount, duration, and scope of Covered Services to be provided by Provider as specified in the Agreement and the State Medicaid Contract, Provider shall continue to provide Covered Services through the duration of the Agreement including, without limitation, the applicable capitation or premium payment period for which the State has paid to United.

3.14 Provider shall offer hours of operation that are no less than the hours of operation offered to commercial beneficiaries or comparable to Medicaid fee-for-service if Provider serves only Medicaid fee-for-service beneficiaries.

3.15 In the event of transitioning Covered Persons from other Medicaid managed care contractors and their provider, Provider shall work with United to ensure quality-driven health outcomes for such Covered Persons to the extent required by the State Medicaid Contract or otherwise required by law.

3.16 Provider shall not make referrals for designated health services to health care entities with which the Provider or a member of the Provider's family has a financial relationship, pursuant to federal anti-kickback and physician self-referral laws that prohibit such referrals.

3.17 Provider shall provide information to Covered Persons regarding treatment options, including the option of no treatment, in a culturally-competent manner and must ensure that individuals with disabilities have effective communications in making decisions regarding treatment options.

3.18 Provider shall not charge for any service provided to a Covered Person at a rate in excess of the rates established by the Agreement in accordance with Section 1128B(d)(1) of the Social Security Act (enacted by Section 4704 of the Balanced Budget Act of 1997), as may be amended from time to time.

3.19 Provider shall comply with all non-discrimination requirements as set forth in the State Medicaid Contract, including but not limited to: (i) complying with all applicable federal and State laws relating to non-discrimination and equal employment opportunity, including s. 16.765 Wis. Stats., the Federal Civil Rights Act of 1964 and regulations issued pursuant to that Act, and the provisions of Federal Executive Order 11246 dated September 26, 1985; (ii) assuring physical and program accessibility of all services to persons with physical and sensory disabilities pursuant to Section 504 of the Federal Rehabilitation Act of 1973, as amended (29 U.S.C. 794); (iii) complying with all requirements imposed by the applicable State and federal regulations (45 C.F.R. part 84) and all guidelines and interpretations issued pursuant thereto; and (iv) complying with the

provisions of the Age Discrimination and Employment Act of 1967 and the Age Discrimination Act of 1975.

3.20 As required under State or federal law or the State Medicaid Contract, Provider shall maintain an adequate record keeping system for recording services, charges, dates and all other commonly accepted information elements for services rendered to Covered Persons. Provider shall comply with all record retention requirements under the State Medicaid Contract and, where applicable, the special compliance requirements on abortions, sterilizations, hysterectomies, and HealthCheck reporting requirements. Provider shall maintain records for a period of not less than ten (10) years from the close of the State Medicaid Contract, or such other period as required by law. If records are under review or audit, they must be retained until the review or audit is complete. United will request and obtain prior approval from Provider for the disposition of records under review or inspection.

3.21 Provider shall safeguard information about Covered Persons in accordance with applicable federal and State privacy laws and rules including 42 CFR §438.224 and 42 CFR Part 431, Subpart F, as may be amended from time to time.

3.22 As required under State or federal law or the State Medicaid Contract, Provider shall provide representatives of United, as well as duly authorized agents or representatives of the Department and the U.S. Department of Health and Human Services, access to its premises and its contracts and/or medical records. Provider shall otherwise preserve the full confidentiality of medical records in accordance with the State Medicaid Contract and pursuant to: Chapter 19, Subchapter II, Wis. Stats., Wis. Admin. Code HFS 108.01, and 42 C.F.R. 431 Subpart F. Except as otherwise required by law, rule, or regulation, access to such information must be limited by United and the Department to persons who, or agencies which, require the information in order to perform their duties related to the State Medicaid Contract, including the U.S. Department of Health and Human Services and such others as may be required by the Department.

Provider also agrees to make available to the Department, the Department's authorized agents and appropriate representatives of the U.S. Department of Health and Human Services and the U.S. Comptroller General any financial records of Provider that relate to the services performed and amounts paid or payable under the State Medicaid Contract.

3.23 Provider shall abide by all requirements for maintenance and transfer of medical records pursuant to the terms of the State Medicaid Contract. Minimum medical record documentation per chart entry or encounter must conform to Wis. Admin. Code, Chapter HFS 106.02, (9)(b), as may be amended from time to time.

3.24 Provider shall clearly specify referral approval requirements to its providers, if any, and in any sub-subcontracts.

3.25 Within fifteen (15) days of United's request, Provider shall forward to United medical records related to grievances. If Provider does not meet this fifteen (15) day requirement, Provider must explain why and indicate when the medical records will be provided.

3.26 Provider shall abide by United's marketing/informing requirements. Provider shall forward to United for prior approval all flyers, brochures, letters, and pamphlets Provider intends to distribute to Covered Persons concerning its United affiliation(s), or changes in affiliation, and other information that relates directly to the BadgerCare Plus and/or Medicaid SSI population. Provider shall not distribute any such marketing or Covered Person informing materials without the consent of United and DHS.

3.27 Provider shall maintain during the term of the Agreement, as applicable, general liability insurance, professional liability insurance, and workers' compensation insurance for all employees connected with the provision of services under the Agreement. Such workers compensation insurance shall comply with State Workers' Compensation Law. Such comprehensive general liability insurance and professional liability insurance shall provide coverage in an amount established by United pursuant to the Agreement or as required under the State Medicaid Contract.

3.28 Provider shall indemnify and hold the State and Covered Persons harmless from and against all claims, damages, causes of action, costs or expense, including court costs and reasonable attorney fees, to the extent proximately caused by any negligent act or other wrongful conduct arising in connection with the Agreement. This clause shall survive the termination of the Agreement, including breach due to insolvency. The State Medicaid Program reserves the right to waive this requirement for itself, but not Covered Persons, for damages in excess of the statutory cap on damages for public entities if Provider is a public health entity with statutory immunity. All such waivers must be approved in writing by the State Medicaid Program.

3.29 Provider shall comply with any cultural competency program established by United, consistent with the terms of the State Medicaid Contract.

3.30 Provider shall participate in and contribute required data to United's Quality Assessment/Performance Improvement programs.

3.31 In the event Provider participates in a physician incentive plan ("PIP"), Provider agrees that all PIPs must comply with 42 CFR 417.479, 42 CFR 438.6(h), 42 CFR 422.208, and 42 CFR 422.210, as may be amended from time to time. Neither United nor Provider may make a specific payment directly or indirectly under a PIP to a physician or physician group as an inducement to reduce or limit Medically Necessary services furnished to an individual Covered Person. PIPs must not contain provisions that provide incentives, monetary or otherwise, for the withholding of Medically Necessary care.

3.32 United will provide monitoring and oversight and Provider shall ensure that all licensed medical professionals are credentialed in accordance with the applicable State Medicaid Contract credentialing requirements if United delegates credentialing to Provider.

3.33 If Provider delegates any functions of the Agreement, the subcontract or delegation must include all of the requirements of this Appendix, and applicable requirements of the State Medicaid Contract.

3.34 Provider shall comply with all applicable privacy rule and security rule provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and associated implementing regulations, as may be amended from time to time.

3.35 Provider shall comply with all applicable federal and State statutes and rules and regulations that are in effect when the State Medicaid Contract is signed, or that come into effect during the term of the State Medicaid Contract. This includes, but is not limited to Title XIX of the Social Security Act, Title XXI, SCHIP, and Title 42 of the CFR.

3.36 Provider is subject to all State and federal laws and regulations relating to fraud, abuse or waste in health care and the State Medicaid Program. Provider shall cooperate and assist the State Medicaid Program and any other State or federal agency charged with the duty of identifying, investigating, sanctioning or prosecuting suspected fraud, abuse or waste. Provider shall provide originals and/or copies of any and all information, allow access, wherever Provider maintains such books, to premises and provide records, to the State Medicaid Program's fraud and abuse designee, CMS, the U.S. Department of Health and Human Services, the Federal Bureau of Investigation (FBI), or any other unit of State or federal government upon request, and free-of-charge.

3.37 Provider understands that no terms of this Appendix or the Agreement are valid which terminate the legal liability of United.

3.38 Provider shall comply, as applicable, with United's Civil Rights Compliance Plan.

3.39 Provider shall comply with 42 CFR 438.214, as may be amended from time to time, which includes, but is not limited to the selection and retention of providers, credentialing and recredentialing requirements and nondiscrimination.

3.40 Provider shall cooperate with any audits or other activities conducted by an External Quality Review Organization ("EQRO") as may be required by the State Medicaid Program.

3.41 Provider shall be subject to all applicable accreditation standards (e.g., National Committee for Quality Assurance ("NCQA") accreditation), as may be set forth in the Agreement and any applicable attachments thereto.

3.42 Provider agrees that all relevant federal and State statutes and rules pertaining to Medicaid Managed Care Organizations apply and, in addition, Provider shall comply with the applicable provisions of 42 CFR 434 and 42 CFR 438.6, as may be amended from time to time.

3.43 Upon termination of the Agreement pursuant to the terms contained therein, Provider shall promptly supply United with all information necessary for the reimbursement of any outstanding Medicaid claims.

3.44 If the Agreement is for an amount in excess of \$100,000, Provider shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Any violations shall be reported to the U.S. Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency.

3.45 Prohibition on Use of Federal Funds for Lobbying: Provider agrees, pursuant to 31 U.S.C. Section 1352 and 45 CFR Part 93, as may be amended from time to time, that no federally appropriated funds have been paid or will be paid to any person by or on Provider's behalf for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. Section 1352. If the value of the Agreement exceeds \$100,000, Provider agrees to complete and submit to United the certification required under 31 U.S.C. Section 1352 and 45 CFR Part 93.

3.46 Provider represents that neither it nor any of its principals or providers with whom it contracts, if any, is debarred, suspended or otherwise excluded from participation in any state or federal health care program or by any state or federal agency.

3.47 To the extent applicable, Provider shall cooperate with United if the Department informs United that the number of Active Covered Persons from all populations serviced under the Agreement exceeds capacity limits under the State Medicaid Contract. Provider shall cooperate with United to resolve any capacity limit that has been exceeded and will submit to United, upon request, an attestation indicating the number of Active Covered Persons from all populations serviced by Provider as of the date of the request. For the purposes of this provision, "Active Covered Person" means a Covered Person who is seen by the same primary care physician, or by a physician assistant or advanced nurse practitioner under the supervision of the primary care physician, at least three (3) times within a calendar year.

SECTION 4 UNITED REQUIREMENTS

4.1 United shall not prohibit or otherwise restrict Provider, when acting within the lawful scope of practice, from advising or advocating on behalf of a Covered Person for

the following: (i) the Covered Person's health status, medical care, or treatment or non-treatment options, including any alternative treatments that might be self-administered and any treatment or non-treatment options that may not reflect United's position or may not be covered by the Covered Person's benefit plan; (ii) any information the Covered Person needs in order to decide among all relevant treatment options; (iii) the risks, benefits, and consequences of treatment or nontreatment; or (iv) the Covered Person's right to participate in decisions regarding his or her health care, including the right to refuse treatment and to express preferences about future treatment decisions. United also shall not prohibit a Provider from advocating on behalf of a Covered Person in any grievance system, utilization review process, or individual authorization process to obtain necessary health care services.

4.2 United shall not discriminate with respect to participation, reimbursement, or indemnification of a Provider who is acting within the scope of Provider's license or certification under applicable State law, solely on the basis of such license or certification. This provision shall not be construed to prohibit United from including providers to the extent necessary to meet the needs of Covered Persons or from establishing any measure designed to maintain quality and control cost consistent with these responsibilities.

4.3 United shall not discriminate against Provider for serving high-risk Covered Persons or if Provider specializes in conditions requiring costly treatments.

4.4 United shall pay Provider pursuant to the State Medicaid Contract, applicable State law and regulations, and 42 CFR 447.46, 42 CFR 447.45(d)(2), 42 CFR 447.45(d)(3), 42 CFR 447.45(d)(5) and 42 CFR 447.45(d)(6), as applicable and as may be amended from time to time. If a third party liability exists, payment of claims shall be determined in accordance with federal and/or State third party liability law and the terms of the State Medicaid Contract. Unless United otherwise requests assistance from Provider, United will be responsible for third party collections in accordance with the terms of the State Medicaid Contract.

4.5 To the extent applicable under the State Medicaid Contract and in the case of newborns, United shall be responsible for any payment owed to Provider for services rendered prior to the newborn's enrollment with United.

4.6 United shall not be responsible for any payments owed to Provider for services rendered prior to a Covered Person's enrollment with United, even if the services fell within the established period of retroactive eligibility; provided, however, if such person is deemed a Covered Person for such retroactive period, United shall be responsible for such payments.

4.7 If United delegates selection of providers to Provider, United retains the right to approve, suspend, or terminate any provider selected by Provider.

SECTION 5

OTHER REQUIREMENTS

5.1 To the extent applicable and required by law or the terms of the State Medicaid Contract, any notice of termination by United to Provider shall be furnished to the State or its designated government agencies.

5.2 In addition to its termination rights under the Agreement, United shall have the right to revoke any functions or activities delegated to Provider under the Agreement or impose other sanctions pursuant to the State Medicaid Contract if, in United's reasonable judgment, Provider's performance under the Agreement is inadequate.

5.3 As required under the State Medicaid Contract, United shall perform ongoing monitoring of Provider and shall subject Provider to formal review at least once a year, consistent with the requirements of State and federal law and the State Medicaid Contract. As a result of such monitoring activities, United shall identify to Provider any deficiencies or areas for improvement mandated under the State Medicaid Contract and Provider shall take appropriate corrective action.

5.4 All tasks performed under the Agreement must be performed in accordance with the requirements of the State Medicaid Contract, as set forth in this Appendix, applicable provider manual(s), and protocols, policies and procedures that United has provided or delivered to Provider. The applicable provisions of the State Medicaid Contract are incorporated into the Agreement by reference. Nothing in the Agreement relieves United of its responsibility under the State Medicaid Contract. If any provision of the Agreement is in conflict with provisions of the State Medicaid Contract, the terms of the State Medicaid Contract shall control and the terms of the Agreement in conflict with those of the State Medicaid Contract will be considered waived.

Oneida Business Committee Meeting Agenda Request Form

[Deadlines](#)

[Instructions](#)

1. **Meeting Date Requested:** 03 / 11 / 15

2. **Nature of request**

Session: Open Executive - justification required (see instructions.) Choose one:

Choose one:

Agenda header

(choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. **Justification**

Why BC action is required (see instructions):

4. **Supporting Materials**

[Instructions](#)

Memo of explanation with required information (see instructions)

Resolution Contract Report Other (please list):

1.

3.

2.

4.

Business Committee signature required

5. **Submission Authorization**

Authorized sponsor (choose one):

Requestor (if different from above):

Name, Title / Dept. or Tribal Member

Additional signature (as needed):

Name, Title / Dept.

Additional signature (as needed):

Name, Title / Dept.

ONEIDA TRUST DEPARTMENT

COMMITTEE

Carole Liggins, Chairperson
Debra Danforth, Vice Chairperson
Elaine Skenandore-Cornelius, Secretary
Brandon Yellowbird-Stevens, Liaison
Linda S. Dallas, Member
Norbert Hill, Jr, Member
Loretta V. Metoxen, Member
Rita Reiter, Member
Lois Strong, Member

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909 Packerland Dr, Green Bay WI 54304
P O Box 365, Oneida WI 54155
Ph: (920) 490-3935 • Fax: (920) 496-7491

DEPARTMENT

Susan White, Director
Jim Bittorf, Attorney
Michelle Mays, Attorney
Jeff House, Financial Analyst
Misty Cannon, Research Asst.
Carol Silva, Administrative Assistant

MEMORANDUM

To: Oneida Business Committee
From: Cheryl Skolaski, Enrollment Director
Date: March 3, 2015
Subject: Valley Forge Lobbying

In June of 2014 discussion was brought up concerning the use of white corn as a lobbying tool at the Federal and State level. Loretta Metoxen explained Oneida would present calico bags of white corn with a note explaining the historical significance and impact Oneida had at Valley Forge. Since that meeting in June there have been several discussions surrounding a request to bring the calico bags back. Attached you will find the minutes from the Trust/Enrollment Committee requesting this be added to the BC agenda to have calico bags made and the note explaining Valley Forge.

Minutes Joint BC/TC Mtg
12 January 2015
Page 2 of 3

Linda Dallas motioned to approve report. Seconded Rita Reiter. Motion carried unanimously.

Debra Danforth motioned to remove item from agenda. Seconded Elaine Skenandore-Cornelius. Oppose Linda Dallas. Motion carried.

→ B. Valley Forge – Discussion

6-24-2014 Reg Mtg. Discussion on lobbying with several U.S. Senator Staffers. Loretta V. Metoxen discussed when they use to present calico bags of white corn with a note concerning Valley Forge. Put Valley Forge on the 3rd quarterly Joint BC/TC meeting.

1-12-15 Status Update & Request to remove from agenda

Discussion: To increase the Annuity payment would take an Act of Congress. Loretta V. Metoxen presented information on Valley Forge. Years ago, when the Business Committee traveled to Madison and Washington D.C. to lobby, they would present the US Legislature with calico bags of corn. There was discussion on the costs to print the materials, the corn and the calico bag. Loretta V. Metoxen to present information to the Business Committee.

Linda Dallas motioned to place item on next Business Committee agenda. Seconded Loretta V. Metoxen. Motion carried unanimously.

C. Memorandum of Agreement between Trust and Business Committees

1-12-15 Status Update & Request to remove from agenda

Linda Dallas motioned to approve MOA and put on Business Committee agenda. Seconded Norbert Hill Jr. Treasurer discussed Page 4 of 6, 9 A. request if Trust Committee would consider increasing the amount of contribution over time, to fund the budget 100%. Enrollments stated they do 75% of Tribal work.

Linda Dallas withdraws her motion. Norbert Hill Jr withdraws his second. Request a formal request from the Business Committee. Debra Danforth motioned to approve MOA and section 9A remains the same. Seconded by Rita Reiter. Opposed Linda Dallas. Motion carried.

IV. Trust Fund Performance – Jeffrey S. House – Needs Approval

Discussion on the changes of Minor's Trust Fund payment process. Linda Dallas motioned to approve report. Seconded Elaine Skenandore-Cornelius. Motion carried unanimously.

V. Recent Events/Highlights

A. Sustain Oneida Initiative – Susan White & Cheryl Skolaski – Needs Approval

6-24-14 Discussion on material for the Sustain Oneida anthology. Brandon would like language, culture, history in our surrounding schools as to "What it is to be Oneida." Loretta V. Metoxen stated we need a definition of what it means to Sustain Oneida. 9-30-14 Jennifer Hill-Kelley provided the Status Update. Discussion: Contract to be discussed with HRD Manager.

1-12-15 Status Update

Discussion: Will be putting flyers on the chairs at the GTC meetings to make the members aware of the project. Lisa Summers discussed petition with Michelle Danforth.

Debra Danforth motioned to accept status update. Seconded Loretta V. Metoxen. Abstain Linda Dallas. Motion carried.

Carol Silva

From: Loretta Metoxen
Sent: Wednesday, February 04, 2015 2:07 PM
To: Carol Silva
Subject: FW: Message from "RNP002673743006"
Attachments: 20150202153318007.pdf

Okay, Carol,
Here are the references that I thought I sent you regarding the Revolutionary War.

-----Original Message-----

From: Scan_Culture
Sent: Monday, February 02, 2015 2:33 PM
To: Loretta Metoxen
Subject: Message from "RNP002673743006"

This E-mail was sent from "RNP002673743006" (Aficio MP C2551).

Scan Date: 02.02.2015 15:33:17 (-0500)
Queries to: Scan_Culture@oneidanation.org

Carol Silva

From: Loretta Metoxen
Sent: Thursday, February 05, 2015 9:51 AM
To: Carol Silva
Subject: FW: Cost to make calico bags of corn

Carol,
Amelia could mean "charge" where she said "provide".

-----Original Message-----

From: AMELIA CORNELIUS [<mailto:ameliacornelius@yahoo.com>]
Sent: Thursday, February 05, 2015 9:46 AM
To: Loretta Metoxen
Subject: Re: Cost to make calico bags of corn

I am not sure exactly what you want as far as the size of the bags. Previously, I made some bags for Public Relations Dept.. that were about 4 inches square with a ribbon tie and had about 1/8 cup of white corn in it. I believed I charged the PR dept. \$1 for each bag. I did not provide the dept. for the tag that described that this is a sample of the same corn that was taken by the Oneidas to Valley Forge to George Washington.

On Wed, 2/4/15, Loretta Metoxen <metoxe1@oneidanation.org> wrote:

Subject: Cost to make calico bags of corn
To: "ameliacornelius@yahoo.com" <ameliacornelius@yahoo.com>
Date: Wednesday, February 4, 2015, 2:09 PM

Amelia,

It seems that the Business

Committee will go with this project of calico bags of corn for lobbying purposes. I need to know cost of materials and cost of the corn. If you do not have this information, do you know who does?

Oneida Indian Nation

[Print this article](#)

Oneidas Brought Corn to Washington's Starving Troops at Valley Forge

Originally printed at <http://www.oneidaindiannation.com/pressroom/morenews/36439904.html>

December 19, 2008

Two hundred thirty-one years ago this month Colonial troops arrived at Valley Forge

During the American Revolutionary War, General George Washington moved his troops to Valley Forge in Pennsylvania on Dec. 19, 1777. That winter was harsh and history reports that about 2,500 soldiers died. As allies of the colonists during the war, the Oneida Indian Nation carried their corn from their homelands several hundred miles to help alleviate the hunger of Washington's starving troops during the winter of 1777-78. Oneida oral history reports that an Oneida woman, Polly Cooper, stayed behind after the corn was delivered to help the troops prepare the white corn which was different than the yellow corn the colonists were familiar with. Prior to bringing the corn to Valley Forge, the Oneidas fought at the Battles of Oriskany and Saratoga on the side of the colonists.

- 57 A scheme is, indeed: My interpretation follows that of Fleming, *Washington's Secret War*, 166–73, 192–96.
- 57 "your Ardent Desire": Horatio Gates to Lafayette, January 24, 1778, *LAAR* 1:249.
- 58 "As I neither know": Washington to the Board of War, as quoted in *LAAR* 1:250.
- 58 Writing to Laurens: Lafayette to Laurens, January 26, 1778, *LAAR*, 1:253–56.
- 58 a letter of January 31: Lafayette to [the President of Congress], January 31, 1778, *LAAR*, 1:267–71.
- 58 a resolution of Congress: *LAAR*, 1:273.
- 58 "see if some harm can be done": Lafayette to Adrienne, February 3, 1778, *LAAR*, 1:462–63.
- 59 "blunders of madness or treachery": Lafayette to Washington, February 19, 1778, *LAAR*, 1:299.
- 59 "from a precipice": Lafayette to Laurens, February 19, 1778, *LAAR*, 1:296.
- 59 "Why am I so far from you": Lafayette to Washington, February 19, 1778, *LAAR*, 1:299.
- 50 "However sensibly your ardour": Washington to Lafayette, March 10, 1778, *LAAR*, 1:342–43.
- 50 "When a man does all he can": *George Washington's Rules of Civility and Decent Behaviour in Company and Conversation*, ed. Charles Moore (Boston: Houghton Mifflin, 1926), 11.

CHAPTER 6: ALLIANCES

- 51 "with infinite pleasure": George Washington to Henry Laurens, May 1, 1778, *PGWRW*, 15:5.
- 51 "in a transport of joy": David Ramsay, *The History of the American Revolution* (1789; repr., Trenton: James J. Wilson, 1811), 2:93.
- 51 "I am myself fit to receive": Lafayette to the president of Congress, May 1, 1778, *LAAR*, 2:40.
- 51 "that in serving the cause of humanity": Lafayette to Adrienne, June 16, 1778, *LAAR*, 2:401.
- 2 Baron Friedrich Wilhelm von Steuben: See Paul Lockhart, *The Drillmaster of Valley Forge: The Baron de Steuben and the Making of the American Army* (New York: HarperCollins, 2008), 114–15.
- 2 "must have more than the common quantity": *PGWRW*, 15:41, note 6.
- 2 "in order that due honour": Letter from George Bryan, vice president of the executive council of Pennsylvania, in Lancaster, Pennsylvania, to Washington, May 23, 1778. "As it is apprehended here, that the Marquis-de-la Fayette has been nominated by the Most Christian King Ambassador to the United States of America, and that he may be expected shortly to pass through this borough in his way to Congress, it would highly oblige the

- his Lordships Journey could be given by one of the Gentlemen of your Excellencys family, in order that due honour might be done to so respectable a personage by this state, as far as present circumstances may admit." *PGWRW*, 15:195.
- 62 "refused to listen": Laurens to Washington, July 31, 1778, *PGWRW*, 16:210.
- 63 "if my compatriots make war": Lafayette to Lazare-Jean Thévénéau de Francy, May 14, 1778, *LAAR*, 2:398.
- 63 forty-seven Oneida warriors: Joseph T. Glatthaar and James Kirby Martin, *Forgotten Allies: The Oneida Indians and the American Revolution* (New York: Hill and Wang, 2006), 205.
- 63 "Young warriors often need advice": "Address to Oneida Warriors," *Connecticut Journal* 556 (June 10, 1778): 2.
- 64 "be all of one mind": On Anne-Louis de Tousard (1749–1817), who would go on to lose an arm fighting under General Sullivan at Newport in 1778, see Michael A. Burke, "Tousard, Anne-Louis," in *American National Biography: Supplement 2*, ed. Mark Christopher Carnes (New York: Oxford University Press, 2005), 553–54.
- 64 "The detachment under your command": Washington to Lafayette, May 18, 1778, *LAAR*, 2:54.
- 65 nine dead: The number of casualties is given by Washington in Washington to Laurens, May 24, 1778, *PGWRW*, 15:210.
- 65 "a timely and handsome retreat": "York-Town, May 30," *Pennsylvania Packet; or, The General Advertiser* (June 3, 1778): 2.
- 66 "The commander of the enemy's party": *Ibid.*
- 66 "French mercenaries": see, for example, "American News," *Morning Chronicle and London Advertiser* 2864 (July 25, 1778): 2. The British soldier's account appeared in multiple papers, including "Extract of a Letter from Philadelphia, May 23," *General Evening Post* (London), no. 6948 (July 7–9, 1778): 1; *Public Advertiser* (London), no. 13200 (July 8, 1778): 2.
- 67 "set up the war whoop": "York-Town, May 30," *Pennsylvania Packet; or, The General Advertiser* (June 3, 1778): 2.
- 67 in the diary of Joseph Plumb Martin: James Kirby Martin, ed., *Ordinary Courage: The Revolutionary War Adventures of Joseph Plumb Martin*, 3rd ed. (Malden, MA: Blackwell, 2008), 71–72. I was directed to this source by Glatthaar and Martin, 208–16, which gives a full account of the role of the Oneidas at Barren Hill.
- 67 "six Indian scouts": Glatthaar and Martin, *Forgotten Allies*, photo opp. 179.
- 68 Lee and Washington: The hostilities between Lee and Washington have received considerable attention. My understanding of the events is particularly indebted to Fleming, *Washington's Secret War*, and Charles Lee, *The Lee Papers*, 4 vols. (New York: New-York Historical Society, 1872–75).
- 68 "when my honest quadruped friends": *Lee Papers*, 4:322.
- 68 "indecision": Lee to the president of the Massachusetts Council, *Lee Papers*, 2:303.

Notes from The Marquis's
Lafayette's considered
hduara Aurichio



The Revolutionary War

Oneidas' Legacy to Freedom

Story Created: Aug 6, 2008 at 2:26 PM EST
 (Story Updated: Nov 5, 2014 at 1:30 PM EST)

The Oneidas played a significant role in the Revolutionary War. Having fought valiantly at Oriskany, and Saratoga, the Oneida Nation became known as the First Allies.

Here's a summary of what Revolutionary War veterans faced:

Chief Sheroendoah prevented a massacre of settlers in *German Flats* and encouraged the Oneidas to fight on the side of the Americans during the War of Independence. He was given the name of the "white man's friend" by his fellow Indians.

Sheroendoah signed two treaties with the federal government. The first treaty, the *Veteran's Treaty*, recognized the Oneidas' sacrifices and their help during the Revolutionary War. The

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- War Comes to Oneida County
- First Allies, Continued Friendship

second was the 1794 Canandaigua Treaty which recognized Oneida sovereignty, land rights and tax freedoms.

Annuit (treaty) cloth continues to be sent to the Oneida Nation as stipulated by the 1794 Treaty of Canandaigua, the oldest valid treaty in the United States. In accordance with its terms, the United States deliver bolts of cloth - known as treaty cloth or annuity cloth - to the Oneida Nation and its fellow members of the Haudenosaunee Confederacy.

Although the disbursement has changed and the yardage diminished since the 18th century, the symbolism of the cloth remains steadfast - the treaty is a living document, 18 years younger than the U.S. Constitution, but equally as valid and ageless.

At Oriskany

Reporting on the Aug. 6, 1777 Battle of Oriskany - where at least 60 Oneidas fought with the colonists - the newspaper *Pennsylvania Journal & Weekly Advertiser* of Sept 3, 1777 described Oneida Han Yerry and his family as...

"... a friendly Indian, with his wife and son, who distinguished themselves remarkably on that occasion. The Indian killed nine of the enemy, when, having received a ball through his wrist that disabled him from using his gun, fought with his tomahawk. His son killed two and his wife, on horseback, fought by his side with pistols during the whole action."

Han Yerry's wife, Tyonajanegen aided her husband on the field of battle by loading his gun for him. For six hours, the duration of the fight, she fought side by side with her husband.

Tyonajanegen then went forth and notified the other colonists of the great bloodshed that had ensued from the British ambush of the colonists at Oriskany.

At Saratoga

"In the 1777 campaign, the Oneidas were instrumental," said Larry Arnold, chairman of the Friends of Saratoga Battlefield. "They were the first sovereign nation to recognize the country of the United States. People don't realize the staggering losses the Oneidas sustained during the Revolutionary War."

At Valley Forge

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Turning Stone

RESORT | CASINO

Turning Stone Resort Hosts Pep Rally to Kick-Off AHL All-Star Weekend in Central New York
 Press Conference: Friday, January 23 at 11:30 a.m. to officially kick-off the AHL All-Star Weekend celebration, welcoming hockey fans and guests to Central New York.



Change the Mascot!

Change the Mascot Campaign Applauds the Fritz Pollard Alliance for Issuing Clarion Call to the NFL and Washington's Team to Change the Racist R-Word Name
 The Change the Mascot Campaign today applauded the Fritz Pollard Alliance for taking an historic and definitive stance in opposition to the R-word name of Washington's NFL team. On the national holiday...



Change the Mascot!

Phone Campaign by Washington Football Team Fans Urges Fellow Supporters to Call NFL and Back a Name Change for D.C.'s NFL Team
 Lifelong supporters of the Washington NFL team are now literally calling upon fellow fans to join them in

Polly Cooper was an Oneida woman who according to Oneida oral tradition, walked several hundred miles from her home in Central New York to Valley Forge in the cruel winter of 1777-78 to help feed Gen. George Washington's starving troops.

Polly Cooper, along with several Oneidas, carried hundreds of bushels of corn to feed the troops. The corn they brought was white corn and different from the yellow version that is prepared simply. By contrast, the white corn requires extended preparation before it can be eaten. The soldiers, however, were desperate for food when Polly Cooper and her fellow Oneidas arrived, and they tried to eat the corn uncooked. The Oneidas stopped the soldiers, knowing that if they ate the raw corn it would swell in their stomachs and kill them.

Polly Cooper taught the soldiers how to cook the white corn, taking them through the preparation process and the lengthy cooking time. She stayed on after the other Oneidas departed for their homeland and continued to help the troops.

After the war, the Colonial Army tried to pay Polly Cooper for her valiant service, but she refused any recompense, stating that it was her duty to help her friends in their time of need. However, she did accept a token of appreciation offered by Martha Washington -- a shawl and bonnet. The shawl has been handed down by successive descendants of Polly Cooper.

The United States Congress in 1777 recognized the Oneida contribution to the Revolutionary War stating:

"We have experienced your love, strong as the oak, and your fidelity, unchangeable as truth. You have kept fast hold of the ancient covenant-chain, and preserved it free from rust and decay, and bright as silver. Like brave men, for glory you despised danger; you stood forth, in the cause of your friends, and ventured your lives in our battles. While the sun and moon continue to give light to the world, we shall love and respect you. As our trusty friends, we shall protect you; and shall at all times consider your welfare as our own."

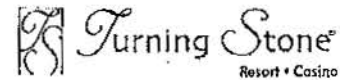
See also: The American Revolution Center

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advocating for a new name and mascot that doesn't demean and disparage Native Americans with the...



Turning Stone Resort Casino Welcomes Ron Ross as New Executive Chef

The Oneida Nation's Turning Stone Resort Casino today announced the appointment of Ron Ross as Executive Chef. In his new position, Ross will oversee and direct the food and beverage operations at the...



Two Turning Stone Resort Golf Courses Highlighted Among America's 100 Greatest Public Courses by Golf Digest
For the third consecutive time, Turning Stone Resort Casino's world-class golf courses Atunyote and Kaluhyat were each honored on Golf Digest's prestigious America's 100 Greatest Public Courses list for 2015-2016. Featuring pro-level play, picturesque settings and a long list of awards and accolades, Turning Stone's golf courses have distinguished themselves as some of the best in the nation and in the world.



Petr Petrov to defend NABA & NABO Lightweight titles against Hank Lundy on Friday, January 16 at Turning Stone Resort Casino on ESPN's Friday Night Fights

On Friday night, January 16, a mouthwatering title fight has been added as the second co-main event of a championship night of boxing at the Turning Stone Resort Casino and live on ESPN's Friday Night...

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Local Pollen Reports





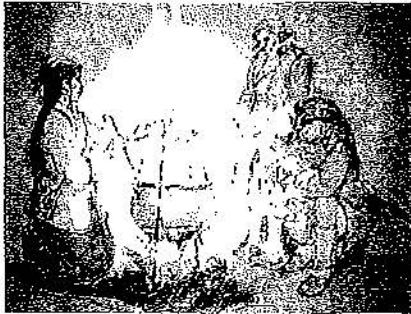
Polly Cooper skaw!



Gen'ls George Washington & M. de Lafayette
at Valley Forge 1777-78



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Oneidas Brought Corn to Washington's Starving Troops at Valley Forge

Story Created: Dec 19, 2008 at 10:14 AM EST
 (Story Updated: May 24, 2011 at 1:33 PM EST)

*Two hundred thirty-one years ago this month
 Colonial troops arrived at Valley Forge*

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During the American Revolutionary War, General George Washington moved his troops to Valley Forge in Pennsylvania on Dec. 19, 1777. That winter was harsh and history reports that about 2,500 soldiers died. As allies of the colonists during the war, the Oneida Indian Nation carried their corn from their homelands several hundred miles to help alleviate the hunger of Washington's starving troops during the winter of 1777-78. Oneida oral history reports that an Oneida woman, Polly Cooper, stayed behind after the corn was delivered to help the troops prepare the white corn which was different than the yellow corn the colonists were familiar with. Prior to bringing the corn to Valley Forge, the Oneidas fought at the Battles of Oriskany and Saratoga on the side of the colonists.

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Glimpses of 17th and 18th Century colonial American life.

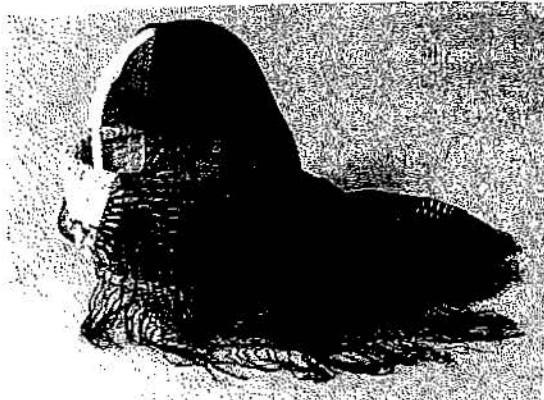
Saturday, January 7, 2012

LESSER KNOWN DAUGHTERS OF LIBERTY, PART SEVEN

Dear Reader,

If you would like to start with Part One, go here:

<http://www.davidwebbfowler.com/2011/11/lesser-known-daughters-of-liberty.html>



Polly Cooper's Shawl
Courtesy of Native Heritage Project

Dear Reader,

This series of entries is about some lesser known Daughters of Liberty. It is unlikely that you have heard about most of them. They were common women who stood up for something they believed in. They made sacrifices so that other people could share and enjoy their belief.

Polly Cooper

At Valley Forge Pennsylvania during the winter of 1777-78, the Continental Army was desperate for food. In a letter to George Clinton (Governor of New York during the Revolutionary War and later Vice-President under both Thomas Jefferson and James Madison), General George Washington wrote of the 'dreadful situation of the army for want of provisions.' Word of this near-famine reached the Oneida Nation in central New York. (The Oneidas were allies who had fought alongside the American soldiers in earlier battles against the Royal Army.) Chief Oskanondohna persuaded tribal members to carry six hundred bushels of white corn (maize) to Valley Forge, which was two hundred fifty miles away.

Among the many people who carried bags of corn to the camp in southeast Pennsylvania was Polly Cooper. Legend has Polly being the person who stopped the Americans from eating raw corn (which would have swollen in the eater's stomach and caused pain, even death). She showed them how to crush the kernels and cook them in

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 - COLONIAL OCCUPATIONS: TAVERN KEEPER

soup (a traditional Iroquois meal). Polly stayed on after the corn was delivered and tended to sick men. When offered payment of money for her services, Polly declined it. However, she showed fondness for a black shawl offered for sale in a nearby village. Money was raised to purchase the shawl and it was given her.



'Rachel Silverthorn's Ride'
(Mural painted by John W Beauchamp, 1938)
Courtesy of womenhistoryblog

Rachel Silverthorn

During the Revolutionary War, there were battles between American settlers and the people in Lycoming County Pennsylvania (the valley along the West Branch of the Susquehanna River). Mainly, the sachems allied the people with the English, so they were enemies.

Murderous outrages were committed by both sides in these fights. Three separate incidents happened on 10 June 1778, including the 'Plum Tree Massacre.' The Pennsylvania colonial government couldn't send soldiers to protect the area, owing the Quaker stand on non-violence and what few militiamen Pennsylvania had already having been sent to the Continental Army.

After hearing of the 'Wyoming Valley Massacre,' 3 July 1778, and also that warriors and Royal Army soldiers were marching toward them, the settlers in Lycoming County decided they needed to evacuate the valley. Legend has it that Robert Covenhoven rode the ridge of Bald Eagle Mountain to warn the people in the western part of the valley. Rachel Silverthorn volunteered to take a horse along Muncy Creek and the Wyatusung Path (that connected two branches of the Susquehanna River) to warn the people there. Everyone got out alive, though all of the homes were burned (including Rachel's family home).



Elizabeth Hutchinson Jackson Memorial
Courtesy of findagrave.com

Elizabeth and Andrew Jackson emigrated from Ireland to North Carolina in the English North American colonies in 1765, along with their two sons, Hugh and Robert. Andrew died in an accident not quite two years later. Their third son was born three weeks later and was named Andrew in honor of his father.

Elizabeth's oldest son joined the local militia unit commanded by Colonel William Davie. Hugh died of heat and exhaustion at the Battle of Stono Ferry, South Carolina, May 1780. Robert and Andrew, Jr. became messengers for Col. Davie and were captured at the Battle of Waxhaw, 29 May. Elizabeth learned of their being held prisoner and went to Camden to get their release. By then, both boys had contracted smallpox. Robert died only a few days after the three of them reached the house of Elizabeth's sister in Waxhaw. Elizabeth nursed her only surviving son back to health. After he recovered, she learned of an outbreak of cholera among American soldiers aboard a prison ship in Charles Town harbor. Traveling two hundred miles to the seaport,

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COLONIAL OCCUPATION: BRICKMAKER

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LESSER KNOWN DAUGHTERS OF LIBERTY, PART EIGHT

LESSER KNOWN DAUGHTERS OF LIBERTY, PART SEVEN

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COLONIAL CLOTHING, PART TWO

AMERICAN COLONIAL CLOTHING

1741 STILL MORE AMERICANA

1741 MORE AMERICANA

► 2011 (80)

About Me



David Webb Fowler
San Bernardino, CA,
United States

David Fowler stumbled across an odd fact: Benedict Arnold was a Son of Liberty, but George Washington was not. This led to his writing a history: Sons of Liberty-- Tools of Destruction. David can be contacted at 2edfordavid@gmail.com. Entries from this website are now available in book form.



Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 3 / 11 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above):

Name, Title / Dept. or Tribal Member

Additional signature (as needed):

Name, Title / Dept.

Additional signature (as needed):

Name, Title / Dept.

- 1) Save a copy of this form in a pdf format.
- 2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

From: Fawn J. Billie
Sent: Friday, March 06, 2015 6:16 AM
To: BC_Agenda_Requests
Cc: Lisa M. Summers; Lisa A. Liggins; Fawn L. Cottrell
Subject: Fwd: BC agenda item re: school board
Attachments: 14 05 02 Memo to ONSS School Board re HR EE Contract Issue.pdf

Importance: High

Sent from Samsung Mobile.

----- Original message -----

From: "Debra J. Danforth"
Date: 03/05/2015 5:13 PM (GMT-06:00)
To: "Fawn J. Billie"
Cc: "Cathy L. Bachhuber", "Sharon A. Mousseau", "JD Joanne Harmon Curry PhD (JCurry@ndnlaw.com)", "Apache B. Danforth", "Rhiannon R. Metoxen", dellora cornelius, "Sylvia S. Cornelius", "Priscilla E. Dessart"
Subject: RE: BC agenda item

The School Board took the official action to approve the SOP based upon the Board's authority to deviate from HR policy when the members of the Board concluded that such deviation was required to be consistent with "sound educational administration." The Board's long-standing authority is delegated to it by the General Tribal Council (GTC). The GTC Resolution # 1-29-77-A created the School Board to "coordinate existing and future programs of the Tribe," including activities related to short-term and long-term planning, and to *coordinate its activities with the Business Committee*. By GTC Resolution #7-9-83-A, on January 8, 1983, the GTC directed that

An agreement be reached between the Oneida Business Committee and the Oneida Tribal School Board regarding the *autonomous administration* of the Oneida Tribal School which would provide for full involvement of the Oneida Tribal School Board in all personnel matters related to all personnel employed in the operation of the Oneida Tribal School.

Pursuant to this authority, the School Board entered into a Memorandum of Agreement (MOA) with the Oneida Business Committee. The GTC adopted and approved a resolution on March 21, 1988, which approved the MOA. The MOA specifically provides that decisions related to the school personnel are to be

Based on sound educational administration recognizing the contractual and school year provisions for teaching personnel.

The Memorandum of Agreement (MOA) also addresses certain issues in the personnel and contract management of the ONSS. The MOA provides, in part, the following:

All contracts...related to the operation or planning of the Oneida Tribal School shall be first reviewed and endorsed by the BOARD. Such review and endorsement shall be presented in writing to the COMMITTEE at time consistent with existing Oneida Tribal Policies and Procedures. *The recommendations of the BOARD shall be followed by the COMMITTEE, unless good cause to the contrary is shown.... (JD Joanne Harmon Curry, Fredericks Peebles & Morgan LLP May 2, 2014)*

Therefore, based upon the legal advice from the School Board attorney as well as the historical difficulties the ONSS has had over the past year in retaining qualified teaching personnel and based upon the number of still vacant positions within the ONSS, the SOP was created through the assistance of the School Board's attorney JD Joanne Harmon Curry as well as previous legal opinion of the Board's authority.

At our February 2, 2015 school board meeting, HR was invited to our school board meeting as the Contract discussion was to take place to be in compliance with our contractual obligations for the 2014-2015 contracts. Based upon the 2014-2015 contracts, the ONSS is contractually obligated to notify the contracted personnel no later than March 15, 2015 of our intent to offer a 2015-2016 contract. HR was offered a copy of the contract, looked at the contract and made no further recommendations and left before the contract discussion and SOP took place. Therefore, based upon the Board's authority as noted above, the School Board took official action based upon *sound educational administration* to approve the SOP and the 2015-2016 contracts and are forwarding to the Business Committee for acceptance as information only. All 2015-2016 contracts have been reviewed by the School Board attorney and are in process to be sent out to personnel to meet our compliance date of 03-15-2015. This is based upon previous BC action in which the Business Committee approved the wage proposal effective October 1, 2014 to be in effect for the 2015-2016 contracts. I hope this helps to address the Business Committee's concerns regarding the School Board's BC item specific to the Contract SOP.

Debbie Danforth
Oneida Nation School Board Chair

From: Fawn J. Billie
Sent: Thursday, March 05, 2015 4:07 PM
To: Debra J. Danforth
Cc: Cathy L. Bachhuber; Sharon A. Mousseau
Subject: BC agenda item

OK, received more feedback this afternoon and rest of team is requesting a response by tomorrow Friday Mar 6 at 9am. Being more specific, at the BC Agenda Review we need a follow-up on agenda item XII. E. Oneida Nation School Board's SOP Contract Personnel Salaries & Benefits.

The question: Why is there no signature box for HRD since the SOP is related to Personnel? Why SOP did not go to HRD?

Sorry in for the inconvenience. Thank you again!

Fawn Billie, Councilwoman
Oneida Business Committee
Oneida Tribe of Indians of WI
Office: (920) 869-4432
fbillie@oneidanation.org
<https://oneida-nsn.gov/>



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MEMORANDUM

CONFIDENTIAL AND ATTORNEY-CLIENT PRIVILEGED COMMUNICATIONS

TO: Oneida Nation School Board

FROM: Joanne Harmon Curry

DATE: May 2, 2014

RE: ONSS 2014-15 Employee Contracts and Indirect Compensation Issue

XC: Sharon Mousseau, Superintendent, Oneida Nation School System

This Memorandum is prepared as a response to the concerns raised by Geraldine R. Danforth, Tribal Human Resources Director, in recent communications regarding the Oneida Nation School System (ONSS) 2014-2015 Employee Contracts and the “Indirect Compensation” provision. In particular, Ms. Danforth has expressed the position that the contracts issued by the Oneida Nation School Board (Board) for the ONSS employees must be in compliance with two policies of the Tribal Human Resource Department (HR) related to (1) the maximum hours of personal leave that are allowed to accumulate and carry over from one contract year to the next contract year, and (2) the “trade-back for cash” provision.

In an e-mail dated February 4, 2014, regarding the total accumulated hours of personal leave by five (5) ONSS contracted employees, Ms. Danforth stated that three (3) employees “still remain to be over the max” at the end of January. Ms. Danforth asserted that the three employees are currently over the maximum number of hours of personal leave that an employee is allowed to accumulate and carry over from one year to the next under Tribal employment policy. Ms. Danforth also asserted that the School Board should change its contract language regarding the carry-over of personal leave time to “no payout of unused time, with a use or lose.” Nevertheless, Ms. Danforth’s e-mail message also stated that current Tribal policy allows for the accumulation of a maximum of 280 hours that may be accumulated under HR policy.

This Memorandum focuses on the authority of the elected officials of the Board to deviate from HR policy when the members of the Board conclude that such deviation is required when consistent with “sound educational administration.” The Board’s long-standing authority is delegated to it by the General Tribal Council (GTC). The GTC Resolution #1-29-77-A created the School Board to “coordinate existing and future programs of the Tribe,” including activities related to short-term and long-term planning, and to *coordinate its activities with the Business Committee*. By GTC Resolution #7-9-83-A, on January 8, 1983, the GTC directed that

an agreement be reached between the Oneida Business Committee and the Oneida Tribal School Board regarding the *autonomous administration* of the Oneida Tribal School which would provide for full involvement of the Oneida Tribal School Board in all personnel matters related to all personnel employed in the operation of the Oneida Tribal School. [Emphasis supplied.]

Pursuant to this authority, the School Board entered into a Memorandum of Agreement (MOA) with the Business Committee. The GTC adopted and approved a resolution on March 21, 1988, which approved the MOA. The MOA specifically provides that decisions related to school personnel are to be

based on sound educational administration recognizing the contractual and school year provisions for teaching personnel.

The Memorandum of Agreement (MOA) also addresses certain issues in the personnel and contract management of the ONSS. The MOA provides, in part, the following:

All contracts . . . related to the operation or planning of the Oneida Tribal School shall be first reviewed and endorsed by the BOARD. Such review and endorsement shall be presented in writing to the COMMITTEE at times consistent with existing Oneida Tribal Policies and Procedures. *The recommendations of the BOARD shall be followed by the COMMITTEE, unless good cause to the contrary is shown* [Emphasis supplied.]

The MOA and its resulting authority that the GTC delegated to the elected officials of the Board is unique within the Tribal structure.

The above provision of the MOA remains in force and has been relied on by the Board and the Business Committee for the establishment of the ONSS Employee Contracts for many years now. After the Board reviews its current-year personnel contracts, it determines what, if any, revisions are needed in the contracts and then endorses a final contract to be offered to the Employees by Board action. The terms and conditions of the annual ONSS Employee Contracts are determined by the Board, with input from the ONSS Administration, based, in part, on the terms and conditions of public school contracts in the region, as well as other, comparable tribally-operated schools, in order for the ONSS to remain competitive in the market for highly trained, certified, and licensed school personnel. The ONSS must employ teaching personnel who hold degrees and licenses comparable to that required by the State of Wisconsin, Department of Public Instruction because the ONSS receives federal funds that support its teaching mission and must comply with certain minimum federal requirements. This requirement contributes to the unique position of the elected members of the

Board to act independently with regard to ONSS employees because the Board has unique considerations for selecting the ONSS employees that are grounded in the “sound educational administration” of the School System. These requirements set the ONSS and the Board apart from other tribal departments and the typical considerations applied by HR when recruiting and hiring other tribal employees. The independence of the Board articulated in the MOA is consistent with federal law governing Tribally-Controlled Grant Schools, such as the ONSS, where federal funding is provided and decisions regarding the schools are to be made at the discretion of the Board.

Notably, the MOA does not provide for HR review of the Board Employee Contract decision—including any authority to overrule, overturn, or prohibit the ONSS elected officials’ decisions. The Board is required to present its annual Employee Contract decisions to the Business Committee, as per the above quoted provision. Additionally, even at the Business Committee level, the decision of the Board “shall be followed by the Committee,” and cannot be overturned by the Business Committee “unless good cause to the contrary is shown.”

Finally, even if the Board’s contract employee decisions were not required to be made independently of the general HR policies, when required for the sound educational administration of the ONSS, the GTC Resolution 05-23-11-B on “Amendments to the Personnel Policies and Procedures on Trade Back for Cash of Personal and Vacation Time” does not prohibit a Board Employee Contractual provision that provides for the annual trade back for cash for unused personal time. In fact, it specifically states as follows:

WHEREAS, in some instances, limiting the trade back for cash program to those employees who have banked personal and/or vacation hours and are unable to utilize those hours due to their working conditions, such as a staffing shortage, will be fiscally responsible and will enable those employees to receive compensation in place of time off.

As the Board has explained to HR in the past, the requirements of the ONSS for the operation of a Tribal School results in working conditions that require licensed personnel in the classroom and school environment at all times when school is in session. Whenever any such employee takes personal leave during the school day, the ONSS is burdened with the obligation to replace that employee during the personal leave time that has been granted. The ONSS must hire a substitute, licensed individual to replace the ONSS Employee in the classroom. This adds to the fiscal burden on the ONSS budget, not to mention the administrative time required to replace the Employee.

The GTC Resolution allows for this very type of consideration. The Board has determined that the conditions for operating the Tribal School are such that its employees are sometimes unable to utilize their personal time due to the working conditions of a school, and it is “fiscally responsible” to allow the employees the option to trade back their personal leave time for cash, which “will enable those employees to receive compensation in place of time off.”

In conclusion, the Board has determined that its decision to provide the ONSS Contracted Employees with a trade-back for cash option, as well as designated accumulated personal leave time, is grounded in the sound educational administration of the School, and it has approved the 2014-2015 Employee Contracts, including the Indirect Compensation provisions at issue here (consistent with previous years, including the current school year). The Board’s decision is also consistent with

the GTC 2011 Resolution permitting variances to the general policy on employee trade-back for cash options. The Board provided the employees with notice of any changes to the current Employee Contracts for the 2014-2015 school year by March 15, as it is compelled to do under the terms of the 2013-2014 Employee Contracts. The Employees have been notified that the Indirect Compensation terms and conditions for the 2014-2015 school year will remain the same as those offered in the 2013-2014 Employee Contracts.

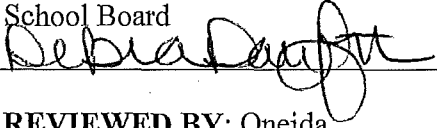
Therefore, it is recommended that the Board proceed to the Business Committee and present the 2014-2015 Employee Contracts to the Business Committee, which is obligated to accept the Board's recommendations, *unless good cause to the contrary is shown*.

To: Oneida Business Committee
From: Cathy Bachhuber, ONES *CB*
Date: March 4, 2015
Re: ONSS Contract Personnel Salaries and Benefits SOP

The School Board is submitting the attached ONSS Contract Personnel Salaries and Benefits SOP as information only for Business Committee review. The School Board approved the SOP at the February 6, 2015 Special School Board Meeting and approved the February 6, 2015 minutes at the March 2, 2015 Regular School Board Meeting.

Requested action:

Motion to accept the ONSS Contract Personnel Salaries and Benefits SOP as an FYI.

<p>ONEIDA TRIBE OF WISCONSIN</p> <p>ONEIDA NATION SCHOOL BOARD</p> <p>STANDARD OPERATING PROCEDURE</p>	<p>TITLE: ONSS Contract Personnel Salaries and Benefits</p>	<p>ORIGINATION DATE: 02/06/15</p> <p>REVISION DATE:</p> <p>EFFECTIVE DATE: One week after last signature</p>
<p>SOP NUMBER: 10</p>	<p>APPROVED BY: Oneida Nation School Board</p> 	<p>DATE: 02/06/2015</p>
<p>PAGE NO. 1 of 3</p>	<p>REVIEWED BY: Oneida Business Committee</p>	<p>DATE:</p>

1. PURPOSE

1.1 The General Tribal Council provided for the autonomous administration of the Oneida Nation School System (ONSS) (formerly known as the Oneida Tribal School) through the administration of the Oneida Nation School Board (formerly known as the Oneida Tribal School Board). By agreement with the Oneida Business Committee in the Memorandum of Agreement (“MOA”) dated March 21, 1988, the Oneida Nation School Board, in its responsibilities related to all personnel matters, is to ensure that personnel decisions are based upon sound educational administration policies.

1.1.1 The MOA also directed that the Personnel Policies and Procedures system (formerly known as the Oneida Tribal Management System) shall be revised to accommodate the decisions made by the Oneida Nation School Board related to personnel.

1.2 The MOA also provides that the Oneida Nation School Board (hereafter referred to as “School Board”) has the authority to enter into contracts, including contracts with personnel, as necessary for the sound educational administration of ONSS.

1.2.1 The MOA further directs that all contracts related to the operation or planning of the ONSS shall be first reviewed, endorsed, and approved by the School Board.

1.2.2 The School Board's initiation, review, endorsement, and approval of contracts, including personnel contracts, shall be presented in writing to the Oneida Business Committee at times consistent with existing Oneida Tribe of Indians Personnel Policies and Procedures or with the ONSS hiring and/or contract renewal timeline.

1.2.3 The MOA provides that the decisions and actions of the School Board shall be followed by the Oneida Business Committee, unless good cause to the contrary is shown.

1.3 This Standard Operating Procedure is enacted for the purpose of promulgating a rule that provides for the School Board's determination and approval of the salaries and benefits of ONSS contracted personnel.

1.3.1 The School Board's decisions for ONSS contracted personnel salaries and benefits shall be based on sound educational administration that considers the professional and educational needs of the ONSS, the School Board's ability to recruit and hire qualified personnel, and any annual funding constraints of the Oneida Tribe.

1.3.2 The School Board has determined that the salaries and benefits for ONSS personnel, who are required to satisfy certain licensing and certification requirements for employment, and the School Board's ability to successfully recruit and hire personnel for the ONSS are market driven by the public, private, and tribal schools within the region and athletic conference of the ONSS, and that it is fiscally responsible to review and determine personnel salaries and benefits on an annual basis to remain competitive in the market place for such personnel, consistent with sound educational administration.

2. DEFINITIONS

- 2.1 Blue Book -- Oneida Tribe of Indians Personnel Policies and Procedures
- 2.2 Contracted Personnel/Employee-- An individual who is issued a contract of employment with the ONSS from the School Board and who has accepted employment with the ONSS.
- 2.3 MOA -- March 21, 1988, Memorandum of Agreement between the Oneida Business Committee and the Oneida Nation School Board approved by the General Tribal Council
- 2.4 ONSS -- Oneida Nation School System
- 2.5 Salary and Benefits -- Financial compensation for work performed under the ONSS personnel contract, such as base salary, and may include, but not be limited to, additional duties compensation, merit pay or bonuses, paid personal leave time, and health insurance, dental insurance, retirement benefits, life insurance, and short- and long-term disability insurance.
- 2.6 School Board -- Oneida Nation School Board

3. WORK STANDARDS

- 3.1 The School Board shall make an annual determination of the nature and type of salary and benefits that will be offered to current and new employees under a contract with the ONSS to be issued by the School Board.
- 3.2 The annual review and determination of the ONSS contracted employees' salary and benefits shall be made in a timely manner and based on sound educational administration practices and market forces related to the recruitment and employment of educational personnel.
- 3.3 The School Board shall revise the then-current employee contracts based on its annual review, at its sole discretion as it deems necessary, and prior to any employee renewal notification that may be required under the then-current employee contracts.
- 3.4 The School Board shall determine the salary and benefits terms and conditions that will be offered to contracted personnel, including exceptions to the then-current Blue Book.
- 3.5 The School Board shall adopt the annual employee contract(s), including the terms and conditions for salaries and benefits, by motion at a properly convened meeting of the School Board.
 - 3.5.1 Supervisors are responsible for monitoring employee vacation/personal time accruals, scheduling employees' working hours and approving or denying time off requests.
 - 3.5.2 Employees are responsible for requesting time off utilizing personal, vacation, banked, and donated hours, if applicable, and shall comply with the procedures established by the ONSS Administration for documentation of the use of personal leave time, including approval.
 - 3.5.3 Trade-back for cash of unused personal leave time shall be governed by the ONSS Standard Operating Procedure Number 8, ONSS Employee Indirection Compensation: Trade Back for Cash.
- 3.6 Consistent with the MOA, the Blue Book shall be revised to accommodate the decisions made by the Oneida Nation School Board related to personnel, including the ONSS salary and benefit determinations for personnel contracts.
 - 3.6.1 The Oneida Human Resource Department shall process ONSS Contracted Employees' salaries and benefits consistent with the then-current terms and conditions of the ONSS employee contracts.

4. REFERENCES

- 4.1 Memorandum of Agreement between the Oneida Business Committee and the Oneida Nation School Board, March 21, 1988
- 4.2 Oneida Tribe of Wisconsin, Personnel Policies and Procedures
- 4.3 ONSS Employee Contracts
- 4.4 ONSS Standard Operating Procedure Number 8, ONSS Employee Indirection Compensation: Trade Back for Cash

**Oneida Nation School Board
Special Meeting Minutes**

DATE: Friday, February 6, 2015
PLACE: ONES Conference Room

TIME: 12:15 p.m.

The Oneida Nation School Board is committed and accountable to students, parents, families, staff, and community members to provide regulatory oversight for a safe, positive, culturally diverse, holistic, learning atmosphere based on Onlayoté a'ka values. We will provide the expectations, resources, and educational opportunities to encourage students to be productive.

PRESENT: Apache Danforth, Debbie Danforth, Dellora Cornelius, Sylvia Cornelius, Priscilla Dessart, Rhiannon Metoxen

EXCUSED: Dewain Danforth

OTHERS: Sharon Mousseau, Artley Skenandore, Linda Jenkins, Cathy Bachhuber

OPENING: Dellora Cornelius

CALL TO ORDER: Debbie Danforth

TIME: 12:15 p.m.

I. Approval of Agenda

II. Special Presentation

III. Minutes

IV. Tabled Business

V. Old Business

A. Follow-up

1. Employee Contracts 2015-2016

Motion by Priscilla Dessart to approve the contract with the noted changes, seconded by Sylvia Cornelius. Motion carried unanimously.

Motion by Sylvia Cornelius to adopt the teachers' Scale D 2% increase for the 2015-2016 employee contracts and include the 2% for the Superintendent and Administration contract, seconded by Rhiannon Metoxen. (No vote)

2. Superintendent Contracts 2015-2016

VI. New Business

A. **ONSS Contract Personnel Salaries and Benefits SOP**

Motion by Dellora Cornelius to approve, seconded by Priscilla Dessart. Motion carried unanimously.

VII. Reports

VIII. Executive Session

IX. Recess/Adjourn

Recess/break at 12:50 p.m. (Lack of quorum)
Return from recess/break at 1:15 p.m.

Motion by Apache Danforth to recess [at 1:15 p.m.] until Wednesday, February 11, 2015, seconded by Rhiannon Metoxen. Motion carried unanimously.

**Oneida Nation School Board
Special Meeting Agenda**

DATE: Wednesday, February 11, 2015

TIME: 12:00 p.m.

PLACE: ONES Conference Room

PRESENT: Dellora Cornelius, Debbie Danforth, Apache Danforth, Rhiannon Metoxen, Sylvia Cornelius, Priscilla Dessart

EXCUSED: Dewain Danforth

OTHERS: Artley Skenandore, Linda Jenkins, Yvette Peguero, Sharon Mousseau, Cathy Bachhuber

CALL TO ORDER: Debbie Danforth

TIME: 12:05 p.m.

Motion by Sylvia Cornelius to come out of recess [at 12:05pm.], seconded by Dellora Cornelius. Motion carried unanimously.

V. Old Business

A. Employee (Teacher) Contracts 2015-2016

Excerpt from Feb. 6, 2015: Motion by Priscilla Dessart to approve the contract with the noted changes, seconded by Sylvia Cornelius. Motion carried unanimously.

Motion by Sylvia Cornelius to adopt the teachers' Scale D 2% increase for the 2015-2016 employee contracts and include the 2% for the Superintendent and Administration contract, seconded by Rhiannon Metoxen. (No vote)

[Vote on teachers' scale motion] Motion carried unanimously.

B. Superintendent Contract 2015-2016

Motion by Rhiannon Metoxen to approve the contract with the changes noted, seconded by Priscilla Dessert. Motion carried unanimously.

VI. New Business

A. Administrator Contracts 2015-2016

Motion by Apache Danforth to accept the changes for the Administrator Contract and approve the contract, seconded by Dellora Cornelius. Motion carried unanimously.

Motion by Apache Danforth to support the increase to the base of the administrative salaries to 3, to include the other changes to reflect the changes that the Board had made with the contracts specifically under classification II., adding the Principal, K-8 and 9-12, and the days to 260, seconded by Sylvia Cornelius. Motion carried unanimously.

VII. Reports

VIII. Executive Session

IX. Recess/Adjourn

Motion by Priscilla Dessart to adjourn [at 12:42 p.m.], seconded by Dellora Cornelius. Motion carried unanimously.

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

1. Accept quarterly reporting update
2. Direct the respective liaisons/supervisors to follow up on the missing/unlocated quarterly reports.

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. 3.

2. 4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above): _____
Name, Title / Dept. or Tribal Member

Additional signature (as needed): _____
Name, Title / Dept.

Additional signature (as needed): _____
Name, Title / Dept.

- 1) Save a copy of this form in a pdf format.
- 2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

INTEROFFICE MEMORANDUM

TO: ONEIDA BUSINESS COMMITTEE
FROM: LISA SUMMERS, TRIBAL SECRETARY
SUBJECT: QUARTERLY REPORTING UPDATE
DATE: MARCH 3, 2015

Background

On February 5, 2015, my office requested a review of the FY-2014 and FY-2015 quarterly reports from the Business Committee Support Office. This review was to ensure all reports for FY-2014 and FY-2015 were submitted to the Business Committee.

On March 2, 2015, Kathleen Metoxen, Executive Tribal Clerk, informed my office that the following reports are missing/unlocated for FY-2014:

Area	Missing/Unlocated Quarter	Liaison/Supervisor
Emergency Management	FY-2014 Q2	OBC Officers
Oneida Gaming Commission	FY-2014 Q4	Brandon Stevens
Human Resources Department	FY-2014 Q4	OBC Officers
Oneida Land Claims Commission	FY-2014 Q2	Brandon Stevens
Retail Enterprise	FY-2014 Q2-Q4	OBC Officers

All reports Q1 reports for FY-2015 are up to date.

Requested Action

1. Accept quarterly reporting update.
2. Direct the respective liaisons/supervisors to follow up on the missing/unlocated quarterly reports.

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Other - BC Approval to Accept TribalNet Advisory Board Position

Agenda Header (choose one): New Business/Request

Agenda item title (see instructions):

TribalNet Advisory Board Approval & Acceptance

Action requested (choose one)

Information only

Action - please describe:

Requesting BC approval for Kelly L. Skenandore to represent the Oneida Tribe of Indians of WI by accepting a TribalNet Advisory Board Position

3. Justification

Why BC action is required (see instructions):

Kelly L. Skenandore would like to accept a position as a TribalNet Board Member with the approval of the BC. As a member of the TribalNet Advisory Board, it is requested for the board members to be present at the conference. The Conference Fee of \$ 700 is waived for TribalNet Board members.

4. Supporting Materials

Instructions

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Debbie Danforth, Division Director/Operations

Requestor (if different from above): Jeff Carlson, CHD Business Office Manager/Comprehensive Health
Name, Title / Dept. or Tribal Member

Additional signature (as needed): _____
Name, Title / Dept.

Additional signature (as needed): _____
Name, Title / Dept.

- 1) Save a copy of this form in a pdf format.
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Memorandum

To: Oneida Business Committee

CC: Kelly Skenandore, Health Information Systems Specialist
Debbie Danforth, Comprehensive Health Division Manager

From: Jeff Carlson, Comprehensive Health Division Business Operations Manager

Date: 2/23/2015

Re: TribalNet Board Acceptance Approval by OBC

Concur with recommendation

[Signature]

Shekolih OBC Members,

As a 20 plus years employee in the Oneida Comprehensive Health Division, I would like to request your support and approval for Kelly L. Skenandore to accept another year as a Board Member to the TribalNet Conference. The TribalNet Conference is in its 16th year and has become a very successful industry organizer and Information Technology resource for tribal communities in all of Indian Country nationwide.

As a TribalNet Board Member, Kelly will be expected to participate in conference calls with other tribe contributors from the board to develop content for the TribalNet conference. Content will be specific to Kelly's field of Tribal Health, but may also lend ideas to Tribal Government or General IT tracks of the conference's agenda.

The TribalNet 16th Annual Conference is scheduled for Monday November 2, 2015 through Thursday November 5, 2015 and is being held this year in Austin, TX. As a TribalNet Board Member, Kelly will be requested to attend the conference and partake as either moderator and/or presenter for 1-3 agenda track items of the conference.

She is very honored to be a 5 year TribalNet Board Member and represent our Oneida Nation in the areas of health & government while serving on this board. It is with great enthusiasm that I ask for you to support and approve her continued efforts to serve on the TribalNet Conference, once again as a TribalNet Board Member.

Thank you & Respectfully,

Jeff Carlson, Comprehensive Health Division Business Operations Manager

TribalNet 16th Annual Conference- 11/2/15-11/5/15 – Renaissance Austin, Austin, TX

"Bringing Technology & Tribes Together"- www.tribalnetonline.com

TribalNet

Advisory Board Member Duties and Calendar- 2015



What are the duties of an advisory board member?

To make recommendations and/or provide key information for the Annual TribalNet Conference.

This is typically fulfilled through the following actions

- Participate in pre-scheduled conference calls to collaboratively develop content for the TribalNet conference.
- Attend the TribalNet conference as a moderator and/or presenter (FREE conference registration).
- Partake in reviewing and deciding on the recipient of the Annual Tribal Technology Leadership Award.
- Board member bios and pictures will be included on the TribalNet website and related marketing materials.
- In 2015, board members will be asked to create session summaries and/or develop key learnings for up to 3 sessions on the conference agenda that fall into their area of expertise and influence.

Advisory Board Member Structure:

Board Chairman/Director- This position will oversee the direction of both boards- **2015- Michael Day**

Board Coordinator- This position will handle the coordination of meetings and related materials- **2015- Shannon Bouschor**

Gaming & Hospitality Board-

Consists of selected members with a background/interest in tribal gaming and hospitality.

-A minimum of 7 available member seats, terms are 1 year with renewal by invitation

Tribal Government/Health Board-

Consists of selected members with a background/interest in tribal government and/or membership and health services.

-A minimum of 7 available member seats, terms are 1 year with renewal by invitation

Industry Liaison Committee-

TribalNet may appoint up to 3 individuals as Liaisons to the tribal technology industry for this committee. These individuals are appointed volunteers and will not be required to participate in board meeting calls, however may be asked to join on some calls for input. Committee members will not take part in the industry award decision, and like board members, will not be responsible for making any fiduciary decisions.

Board members and committee members are appointed volunteers, will not be responsible for any fiduciary decisions and may resign or be removed from their position at any time.

Tentative Meeting Calendar:

Board Meeting- **4/30/15**: Introduction of 2015 board, overall ideas, review '14 feedback, confirm yearly meeting calendar

Board Meeting- **5/21/15**: Potential topics, speakers, tracks, keynotes, workshops, themes, industry award process review

Board Meeting- **6/25/15**: More session/topic/speaker brainstorm, ratings, keynotes decided, flow of conference week ideas

Board Meeting- **7/16/15**: Drill down on sessions and speaker ideas- 50% agenda

Board Meeting- **8/6/15**: Drill down on sessions and speaker ideas- 75% agenda

Board Meeting- **9/17/15**: 90-100% Agenda- session summaries finalized

Board Meeting- **10/15/15**: Confirm all moderating sheets and checklist, decision for industry award finalized

Annual Conference- **11/2/15-11/5/15**: Onsite participation- Austin, TX

We realize that there is potential for meeting conflicts, however we simply ask that by accepting the volunteer appointment that board and committee members make their best effort to participate and perform the duties as requested. You have been invited to serve as an advisory board member because of your valued industry knowledge and experience.

Please select if you accept/decline the invitation to serve in 2015- DUE 3/30/15

I am honored to participate on the 2015 TribalNet Advisory Board! :)

Thank you, but I decline the invitation to participate on the 2015 TribalNet Advisory Board :(

Name: Kelly L. Skerandone

Date: 2/19/15

Signature: Kelly L. Skerandone

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: / /

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above):

Additional signature (as needed):

Additional signature (as needed):

- 1) Save a copy of this form in a pdf format.
- 2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

JO ANNE HOUSE, PHD
CHIEF COUNSEL
JAMES R. BITTORF
DEPUTY CHIEF COUNSEL
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PATRICIA M. STEVENS GARVEY
CAROYL J. LONG
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(920) 869-4327

FAX (920) 869-4065

MEMORANDUM

TO: Oneida Business Committee

FROM: Jo Anne House, Chief Counsel

DATE: March 5, 2015

SUBJECT: Dissertation Research Review × Cottrell ŪThe Enduring Alterity of American Indians in German MuseumsŪ

Courtney Cottrell is a doctoral candidate at the University of Michigan. Her dissertation proposal looks at German museums and Tribal museums presentation of Tribal contemporary and historical cultures. The dissertation focus is on identifying whether museums have continued the propensity to view Native American culture as having a historical and non-contemporary existence. The conclusion of this dissertation could result in modifications or improvements to museum management and presentation of Native American culture, and more specifically a third party review of the TribeŪs museum exhibits.

Ms. Cottrell proposes interviews of Tribal employees, a visit to the museum, photographic documentation of the museum and exhibits. This work would be repeated on at least one other Tribal or tribal related museum as well as museums in Germany.

A review of the proposal for the dissertation identifies no financial or confidential information of the Tribe will be released. Further, the interviews of Tribal employees do not affect the youth or elders as a protected population under NIH research guidelines. However, typically Tribal governments are requested to provide community support to these types of research projects under those same guidelines.

I have included a draft community support letter for Ms. Cottrell to include with her application to the UniversityŪs Internal Review Board as supporting and authorizing her research.

If you have further questions, please contact me.

Oneida Tribe of Indians of Wisconsin

Post Office Box 365



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.

Phone: (920) 869-2214



Oneida, WI 54155



UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

March 5, 2015

Courtney Cottrell
Doctoral Candidate
University of Michigan
Anthropology Department
Via e-mail at ccottre@umich.edu

RE: Dissertation Research Review– Cottrell “The Enduring Alterity of American Indians in German Museums”

Dear Ms. Cottrell:

The Oneida Business Committee has reviewed your request for a community support letter and approval of the research project involving the Oneida Nation Museum and interviewing Tribal employees. We understand the goal of your research project is to identify trends in museum exhibits regarding Native American culture which portray a non-contemporary existence of tribes and ongoing tribal communities. You have also indicated that you will provide a review of the museums included in the study and a discussion of how museums can recognize this trend in an attempt to avoid incorporating it into ongoing and future exhibits.

We believe that this study will have a positive impact on Indian Country, and by including the Oneida Nation Museum, can help the Oneida Tribe of Indians of Wisconsin to recognize where we can make improvements in our own museum exhibits. We also believe that this study can result in a positive impact on museum management across the United States as well as abroad.

On March ___, 2025, the Oneida Business Committee, the elected government of the Oneida Tribe of Indians of Wisconsin, met in regular session and approved the following motion.

Motion to support the dissertation research by Courtney Cottrell tentatively titled “The Enduring Alterity of American Indians in German Museums” and to request that a copy the approved dissertation be made available to the Oneida Nation Museum and to the Oneida Community Library.

Please note, our support and authorization of this research project requires that the Oneida Law Office review the draft dissertation in order to identify errors or unclear references to the Oneida Tribe of Indians of Wisconsin. Our past and current government is a long and complex

relationship with the federal government, Tribal governments and the surrounding communities. This review will not reflect upon the research, findings or recommendations made in the dissertation as those are purely the responsibility of yourself.

We look forward to seeing the end result of your research and wish you strength in your educational endeavors. If you need further assistance, please contact me.

Sincerely,

Lisa Summers, Tribal Secretary
Oneida Business Committee
Oneida Tribe of Indians of Wisconsin

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one): Follow Up

Agenda item title (see instructions):

Accept Self-Funded Health Insurance Rate Financial Impact 1st Quarter Report

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions): Follow-up will be a handout

Requested reporting per BC meeting 10/22/14.

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. <input type="text"/>	3. <input type="text"/>
2. <input type="text"/>	4. <input type="text"/>

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above): Larry Barton, Chief Financial Officer
Name, Title / Dept. or Tribal Member

Additional signature (as needed): _____
Name, Title / Dept.

Additional signature (as needed): _____
Name, Title / Dept.

- 1) Save a copy of this form in a pdf format.
- 2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 3 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

[Empty box for session justification]

Agenda Header (choose one): New Business/Request

Agenda item title (see instructions):

Long House Bark Request

Action requested (choose one)

Information only

Action - please describe:

Budget Exception/Tourism: to transfer \$58,003.21 from 001-4272035-000-705110-000 (Advertising) to account number 700001 (Supplies) to pay for artificial bark for the long house & ensure completion.

3. Justification

Why BC action is required (see instructions):

BC approval required when moving funds from one line item to another.

4. Supporting Materials

Instructions

- Memo of explanation with required information (see instructions)
- Report Resolution Contract (check the box below if signature required)
- Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. Long House Budget

3. Quotes

2. Huronia Museum Email support product

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

[Signature line]

Requestor (if different from above):

Jean 3/17/15
Name, Title / Dept. or Tribal Member

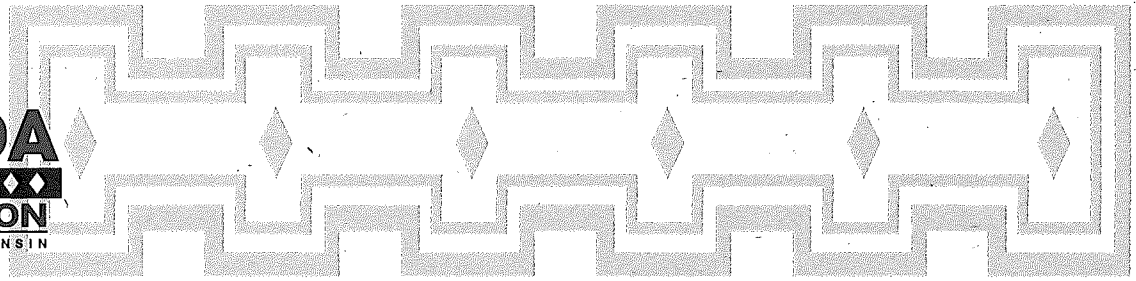
Additional signature (as needed):

Name, Title / Dept.

Additional signature (as needed):

Name, Title / Dept.

- 1) Save a copy of this form in a pdf format.
- 2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org



TO: Oneida Business Committee

FROM: Michelle Danforth, Marketing & Tourism *md*

DATE: March 17, 2015

RE: Plantscape Inc. Quote# 20152 \$58,003.21

For over 3 years, Tourism/CH has been working on creating a life size long house 65' long x 25' wide x 20' high. This structure is not only for Oneida people to connect with our early beginnings but to create tourism. Tourism brings \$1.4 Billion dollars annually for Brown and surrounding counties. Oneida has a great opportunity to create a unique native experience on the Cultural Heritage property. For example; Heritage Hill hosts over 10,000 students within a 2 month period for school tours.

Currently, the project has support logs installed with saplings and other wood for the frame waiting to be put up. (Special thanks to Stockbridge Tribe) Conservation will work this into their schedule along with help of community volunteers and students. Beyond the frame is to secure the structure to become water & weather tight to protect the display of furs, baskets and other items.

This is a request to transfer \$58,0003.21 from 001-4272035-000-705110-000 (Advertising) to account number 700001 (Supplies)

1. The natural bark will discinigrate after 4 years and then the process has to begin again.
2. Lack of Oneida workers available to hand strip bark. Small longhouse = few days with a few guys. Conservation needs to concentrate on the frame on top of regular summer duties.
3. The artificial bark will provide a water tight structure where props, recreated pieces and artifacts will be safe against the summer elements.
4. Artificial bark is molded out of roofing material.
5. Maintenance in the long run will be less expensive.
6. Note: Huronia Museum uses flex bark on their long house.

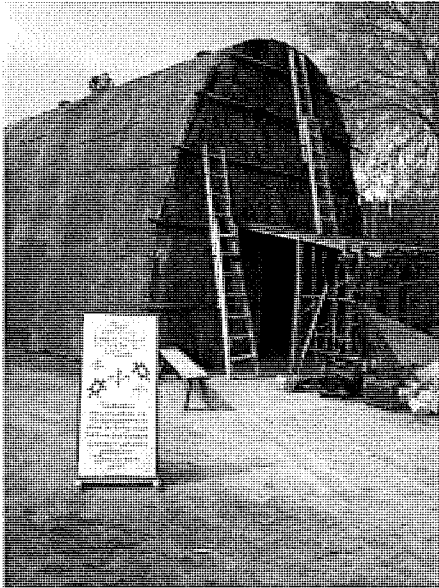
Bid Research

1. Plantscape, Inc. Minneapolis, MN – samples will be brought to meeting of their product. Their quote is to cover the full long house. \$58,003.22
2. Flex Bark – is the parent distributing company and they will not bid against Plantscape, Inc.
3. Cost of WI, Inc. Jackson, WI - this lead was provided by Stockbridge Munsee council person. The quote attached is for just the roof, not including 9' on the sides of our proposed long house. \$130,000
4. Blue Rhino – Minneapolis, MN – this lead was provided by Stockbridge and they provided the current structure at their museum. This company is out of business.

- 5. Foam Tech Symmetry – New Jersey – this lead was provided by the staff of Ganondagan State Historic Site, Rochester, NY. They used this company to provide molds of their bark, however this company is out of business. Ganondagan is currently also looking for a bark replacement company.

Other Indian Villages that use flex bark

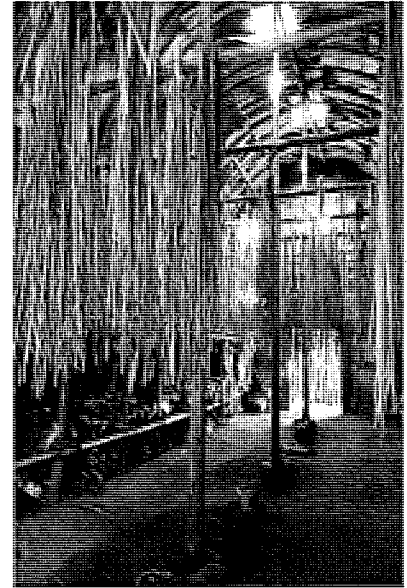
HURION MUSEUM *Midland, Ontario CANADA* using flexbark product FB3514 --*Did talk to staff w/ Conservation present and they like the flex bark product



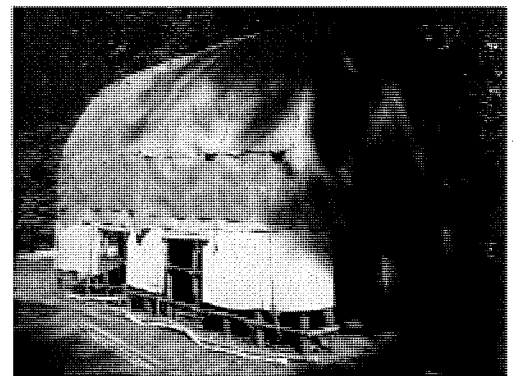
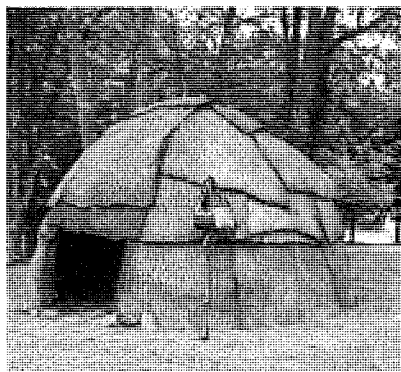
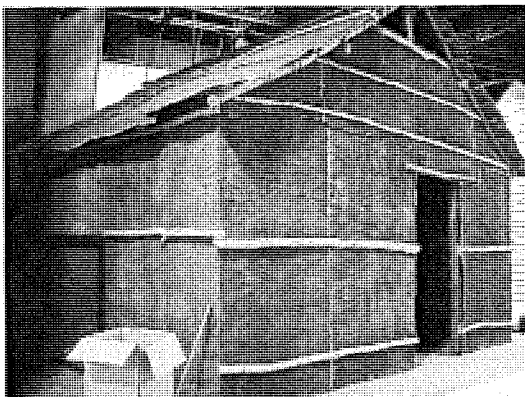
INDIAN LONG HOUSE
Marion Station, MD
using flexbark product FB3503

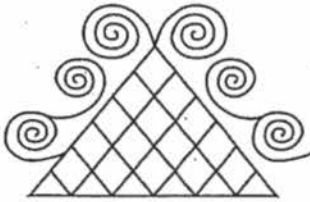


PRICKETT'S MUSEUM
Fairmont, West VA
using flexbark product FB3519



HENRICUS PARK
Chester, VA





ONEIDA LONG HOUSE PROJECTED BUDGET

OTIE	Structured Engineered Plan	2500
Supplies	Bolts/Screws and other Pieces - Purchased Fall 2013	2500
Bell Lumber	Jan 2012 Center Logs	8960
Barrons Construction	Install center posts - cemented in 8' PST-58410-13	15303
	13 Truckloads of Gravel	3500
NEW - Cedar Log & Lum	Outside row of logs (35 Cedar)	2300
Estimated - to be completed		
	Additional Wood - Archs/doorways Etc.	4000
	13 Additional Truckloads of gravel to level site	3500
	Cement Collendars/rebar cement ect.	4000
	Contingency for additional wood/supplies/Roofing membrane	6000
		52563
Plantscape, Inc	Artificial Bark	65222
	Total Long House Costs	\$ 117,785.00

*Note this does not include staff time

Michelle M. Danforth-Anderson

From: Huronia Museum <info@huroniamuseum.com>
Sent: Wednesday, September 17, 2014 10:16 AM
To: Patrick W. Stensloff
Subject: Re: Oneida Tribe of Indians of Wisconsin - Longhouse Replication

Hello there,

I was talking to our maintenance supervisor, Calvin Watts, about the Flexbark in our village and here is what he has told me:

- it was installed 2008 or 2009 and has withstood seasonal fluctuations in temperature. Over the course of a year the temperature in Midland varies from a high of 35°C in the summer to a low of -35°C in winter;

- we are using it to cover three structures in our reconstructed village, a longhouse, wigwam and shaman's hut; as well as a cover for our small supply of elm bark, which is stored outside (it holds up better than plastic tarps which we have found tear and embrittle after two years);

- it is quite realistic and visitors often comment on the size of the sheets of bark, and are surprised to learn its composition;

- moss has started to grow on some sheets (which adds to the realism);

- when we installed it we used 2" washers in addition to screws along the top edge of each sheet to keep the weight from tearing the Flexbark away from the screws (which is what happened at Ste. Marie Among the Hurons a season or two after they had installed the Flexbark on their longhouse.) The next layer of Flexbark overlapped the first and the washers were hidden. I can send you photos of this if you'd like.

Overall, we are very happy with this product. It seems to weather better than bark, which will rot and flake and requires a good deal of maintenance.

If you have any other questions, we'd be happy to answer them. You can contact either me or Calvin at this address or via the telephone (705) 526-2844. Let me know if you would like some photos of our method of installation, and I'll send some over.

Good luck with your project!

Cheers,
Genevieve Carter, Curator

----- Original Message -----

From: Patrick W. Stensloff
To: info@huroniamuseum.com
Sent: Tuesday, September 09, 2014 3:26 PM
Subject: Oneida Tribe of Indians of Wisconsin - Longhouse Replication

Plantscape Inc



952-934-7666 fax 952-934-3807 800-241-3718

6300 Bury Drive Minneapolis, MN 55346 USA

www.plantscapeinc.com www.commercialsilk.com

Quote Number: 21335

Quote

Page: 1 of 2

Date: 3/17/2015

<p>Quote To: ONEI5024 Oneida Tribe 909 Packerland Dr. Green Bay WI 54303</p> <p>Contact: Mike Metoxen Phone: 920-496-5024 mmetox@oneidanation.org</p>	<p>ShipTo: Expires: 4/16/2015 Oneida Tribe 909 Packerland Dr. Green Bay, WI 54303</p> <p>920-496-5024</p> <p>SalesRep: Meghan Petricka Phone: 952-224-9934 Email: meghan@plantscapeinc.com</p>
--	---

Base Currency.

Line	Part Number	Description	Rev	Drawing
1	CEDB13055	Cedar Tree Bark Sheet, Flexible, Hand Painted, Medium Texture, 72"/58"W x 108"L		
		Quantity	Unit Price	Disc %
		57.00	1,044.75	5.00%
				Net Price
				56,573.21
Line	Part Number	Description	Rev	Drawing
2	X1SHIP	Freight and Packing	A	
		Quantity	Unit Price	Disc %
		1.00	1,430.00	
				Net Price
				1,430.00

This quote is valid for 30 days from date of issue.

Thank you for your request.

Line Total: 58,003.21
 Line Misc Charges: 0.00
58,003.21

Quote # 1

Plantscape Inc

952-934-7666 fax 952-934-3307 800-241-2710

6300 Bury Drive Minneapolis, MN 55346 USA

Commercial Silk Int'l

www.plantscapeinc.com www.commercialsilk.com

Quote Number: 21335

Quote

Page: 2 of 2
Date: 3/17/2015

TERMS OF SALE

- Product:** Items 8' and under are set into grow pots with high density foam. Items 10' and over have concrete bases or high density foam. Ask your sales representative for additional base options.
- Commercial Fullness (CF) or Standard Fullness (SF) are terms used to indicate foliage density. Standard Full has approximately 25 - 50% less foliage than Commercial Full.
- Products with IFR in the description denote those products that have been manufactured using our Inherently Fire Retardant foliage. Our IFR foliages have a Class A rating as tested by ASTM E84 and comply with the flame propagation requirements of the NFPA 701. For more information see <http://www.commercialsilk.com/fire-retardant-foliage.aspx>
- Sizes given are approximate sizes measured at the widest point. The height is measured from the bottom of the grow pot or base to the top of the foliage.
- Products built on single stems may change shape as they naturally cure. Bamboo canes will crack as part of the natural curing process. The cracking will not affect the structural nature of the product. These things are not considered product defects.
- Containers:** Decorative containers are not included unless specified in the proposal. Decorative containers can be purchased separately. Ask your sales representative for available selections.
- Samples:** Partial foliage samples are available at no charge including standard delivery on most items. Full foliage samples and/or expedited delivery will be billed at regular prices.
- Minimums:** Minimum order \$200.00. Some exceptions may apply.
- Prices:** Prices are subject to change without notice. Unless stated in the proposal, prices do not include taxes, duties, VAT or any other government related fees that may apply.
- Availability:** Availability is subject to change and substitutions of equal value may be required.
- Payment:** Upon our acceptance of your order, a 50% deposit with a purchase order is required on all orders prior to production, balance subject to credit approval. Customers without credit approval - balance due prior to shipment via certified check, bank money order, wire transfer (cable remit), MasterCard, AMEX or Visa. Customers with approved credit - balance due net 30 days from date of invoice.
- All international orders will require, within 5 days of our acceptance of order (a) a fifty percent (50%) deposit sent via bank wire transfer (cable remit) and the balance due via bank wire transfer prior to shipping or (b) an Irrevocable Letter of Credit conforming to language supplied by Plantscape, Inc | Commercial Silk Int'l or (c) if immediate delivery is required, full payment via wire transfer (cable remit), including the freight cost, due prior to shipping.
- Credit:** Credit may be established by completing our standard credit application. Orders will not be processed until payment terms have been established.
- Shipping:** Shipping is F.O.B. Eden Prairie, Minnesota unless specified in the proposal. Please note items are shaped to fit cartons and should be reshaped upon receipt. Packing and handling charges will vary by product and order. All products shipped via dedicated truck (generally those products 10' +/- or large orders) will need to be unloaded by the client and will be given a two hour time period for unloading. If more time is required, there may be additional charges. Products shipped via Customer's carrier will not be accepted without written consent and compliance with our shipping instructions. Additional pack charges may apply. Customer agrees to pay any and all charges from the carrier in the event additional services are required not specifically stated in this quote. These additional services include but are not limited to: Liftgate, Inside Delivery, Limited Access Delivery, Trade Shows, Reconsignment, Storage after Shipment, Manhattan Arbitrary Fee, Redelivery, Reclassification, Detention, Canadian Customs Fees and any Canadian Shipment without a custom's broker will go in bond and be subject to storage charges. Also the extra charges required for deliveries to Schools, Apartments, Hotels, Military Locations, Churches, Exhibit Sites, Residential and Rural Addresses.
- Storage:** We allow a two week grace period from the scheduled shipment date at no charge. After the two week grace period, shipments will be assessed storage fees.
- Claims:** Claims for damaged goods are the responsibility of the carrier, and must be noted before signing the delivery receipt. Inspect cartons before signing the Bill of Lading.
- Returns:** Returns will not be accepted without written consent and shipping instructions. A minimum 25% restocking fee plus all packing and shipping charges will be assessed on product returned in a saleable condition. All return requests must be made within 10 days of shipment receipt. Custom orders, exterior products and product sized 10' and over are non-returnable.
- Cancellations:** Cancellations on standard catalog items may have a charge assessed to cover work in progress or completed. All verbal cancellations must be confirmed in writing. Custom order cancellations will not be allowed once work is in progress.
- Warranty:** Indoor products will carry a limited one (1) year warranty and exterior products will carry a limited thirty (30) day warranty of craftsmanship and material from date of invoice. During this time, the company will repair or replace, at it's discretion, items found to be defective (excluding installation, removal, freight). Natural wood trunks may change shape over time as they continue to cure and are not considered defective. Products are warranted to our direct customers only and warranty may not be extended to anyone else on our behalf. Plantscape Inc | Commercial Silk Int'l gives no other warranty expressed or implied and will in no way be liable for more than the invoice value at time of purchase.

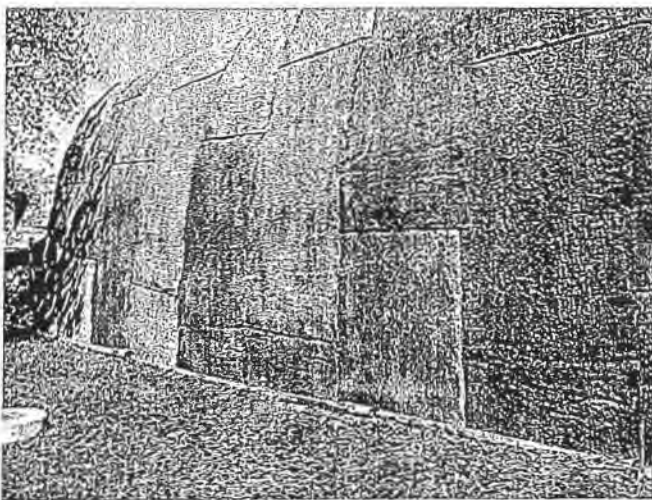
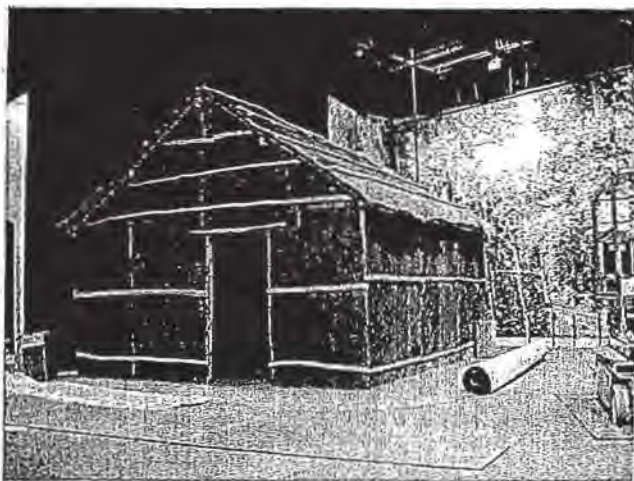
Quote Accepted by: _____ Title: _____ Date: _____

Michael J. Metoxen

From: Meghan Petricka <meghan@plantscapeinc.com>
Sent: Wednesday, July 02, 2014 10:50 AM
To: Michael J. Metoxen
Subject: RE: Quote Request - Artificial Bark Sheets
Attachments: thermaleaf-interior-plants-price-list_CommercialSilkIntl_041414.pdf

Hi Mike,

Thank you for your interest in our artificial bark sheets. These are flexible, suitable for outdoor use and are very popular for applications such as yours.



I have attached our replica price list where the bark sheets can be found on pages 3-5. You receive 50% off the published list prices.

Your application will determine the best sheet to use, so please provide me with your concept or design and I can assist in finding the right solution.



03-July-14

Ms. Michelle Danforth
Oneida Nation of Wisconsin
Ph. 920-496-5027
e-mail: mdanfor8@oneidanation.org

RE: Faux bark for long house:

Quote #2

No other company found

Ms. Danforth

Per our correspondence, the following is our proposal for providing fiberglass bark for use to complete a portion of the long house roof. Our proposal is based upon the drawings dated 8/15/2012 and correspondence to date.

COST of Wisconsin, Inc. will provide all staff, equipment, insurance and materials to complete the following:

Approach:

We will create master molds from two or three logs, we assume about 8'-0" long, selected and provided by the owner. We will cast the fiberglass system within the molds in panels of practical sizes and based upon the circumference of the master logs. Panels will have some flexibility and we will include panels with and arc-length for better fit over the roof crest. Panels can be cut and drilled in the field for final fit and installation.

Bark detail will be on one side only, but can be on the outside or inside surface. We will hand color all of the bark texture per an approved sample. The non-detail side will be a monochrome color.

Our production is based upon a sufficient number of panels to cover the long house, above elevation 9'-11". We have assumed a 30% overlap for installation and 10% extra.

Scope of work:

1. Shop drawings required for our work.
2. Create the master molds from owner's logs.
3. Samples of all finished work for approval.
4. Fabricate the bark panels at our Jackson, WI headquarters.
5. Complete artistic finishing of the bark texture and monochrome paint on the non-detail side.
6. Freight for the finished products to the job site.

For the sum of.....\$130,000.00

Exclusions from our scope and proposal:

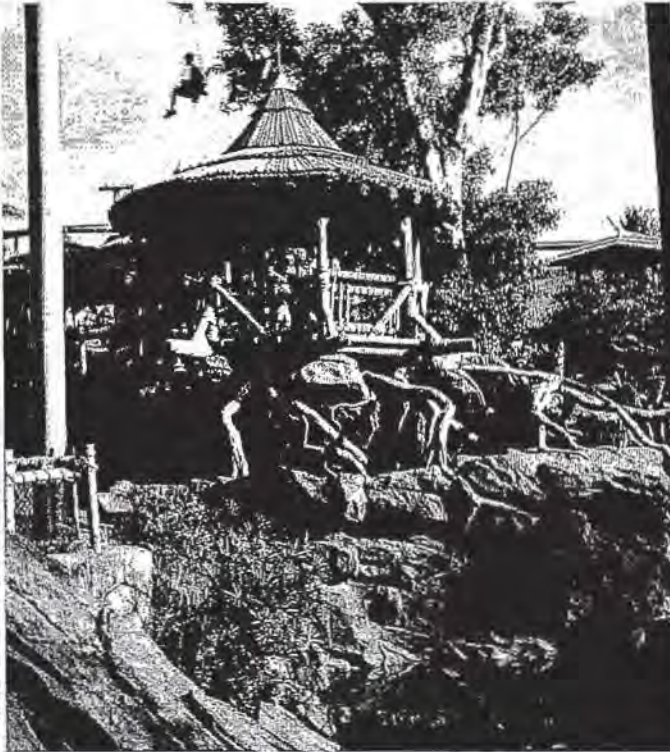
1. Applicable fees, taxes, permits and bonds.
2. Installation hardware.
3. Installation.
4. Other work not specifically listed within our scope, above.

HEADQUARTERS:	4201 HIGHWAY P	JACKSON WI 53037	(262) 677-6060 (800) 221-7625	FAX (262) 677-6020
SOUTHERN OFFICE:	6457 HAZELTINE NATIONAL DR STE 155	ORLANDO FL 32822	(407) 816-2110 (800) 778-0071	FAX (407) 816-2113
WESTERN OFFICE:	3400 HARBOR AVENUE SW STE 242	SEATTLE WA 98126	(206) 223-5777 (888) 567-2678	FAX (206) 223-0566



Since 1957, COST of Wisconsin, Inc. has pioneered building the most imaginative and entertaining theme environments in the world. COST's multi-disciplinary staff has constructed theme park projects for Disney, Universal Studios, Busch Gardens, SeaWorld, Six Flags and many more.

Our ability to create theme experiences for park patrons is second to none. However, creativity is only half of the theme construction equation; developing these themes within the respective budget and schedule is equally important. COST's thorough understanding of custom-designed theme construction allows us to produce scenes, sets, facades and sculptures in the most efficient and cost-effective manner by using a variety of materials such as concrete, fiberglass, GFRC, urethane, wood, metals and acrylic.



An active member of IAAPA (International Association of Amusement Parks & Attractions) since 1982, and the TEA (Themed Entertainment Association) since 1994, COST has been recognized and received awards for many of the fascinating projects we have developed over the years. Whatever you dream, whether it involves renovating a theme scene, or developing a new theme land, COST delivers.

THEME DEVELOPMENT



• Rock features

• Theme facades

• Theme structures

• Sculptures

• Rock features

• Theme facades

• Theme structures

• Sculptures

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above):
Name, Title / Dept. or Tribal Member

Additional signature (as needed): _____
Name, Title / Dept.

Additional signature (as needed): _____
Name, Title / Dept.

- 1) Save a copy of this form in a pdf format.
- 2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

Oneida Comprehensive Health Division
Oneida Community Health Center
Behavioral Health Services
Anna John Resident Centered Care Community
Employee Health Nursing



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.

PO Box 365



Oneida, WI 54155



UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

To: Oneida Business Committee
From: Debbie Danforth RN, BSN, Operations Director
Dr. Ravinder Vir, Medical Director
Oneida Comprehensive Health Division Directors
Date: March 16, 2015
Re: Appointment of Eric Krawczyk to the Wisconsin Public Health Council

We are in support of Eric's request to serve on the Wisconsin Public Health Council on behalf of the Oneida Tribe. Eric's expertise will be an asset to the Council representing Public Health and the Oneida Tribe.

We are seeking the Business Committee's endorsement of Eric Krawczyk's appointment to the Wisconsin Public Health Council for a 3-year term.

The mailing address to all locations is: P.O. Box 365, Oneida, WI 54155

Oneida Community Health Center	525 Airport Dr., Oneida, WI 54155	Phone: (920)-869-2711 or 1-866-869-2711	Fax: (920) 869-1780
Behavioral Health Services	2640 West Point Rd., Green Bay, WI 54304	Phone: (920)490-3790 or 1-888-490-2457	Fax: (920) 490-3883
Anna John Resident Centered Care	2907 S. Overland Road Oneida, WI 54155	Phone: (920) 869-2797	Fax: (920) 869-3238
Employee Health Nursing	701 Packerland Dr., Green Bay, WI 54303	Phone: (920)405-4492	Fax: (920) 405-4494

Wisconsin Public Health Council

The Public Health Council was created by 2003 Wisconsin Act 186 [Wis. Stats. §15.197(13)], which states:

PUBLIC HEALTH COUNCIL. There is created in the department of health services a public health council consisting of 23 members, nominated by the secretary of health services, and appointed for 3-year terms. The council shall include representatives of health care consumers, health care providers, health professions educators, local health departments and boards, federally recognized American Indian tribes or bands in this state, public safety agencies, and, if created by the secretary of health services under s. 15.04 (1) (c), the public health advisory committee.

By statute, the Council's purpose is to advise the Department of Health Services, the Governor, the Legislature and the public on progress in implementing the state's 10-year public health plan (*Healthiest Wisconsin 2020*) and coordination of responses to public health emergencies. Council members meet six times per year, either virtually or in Madison.

Four committees inform the Council's work:

1. The Executive Committee will provide leadership and to establish and monitor direction for the Council's actions; 2) plan agendas that will create efficient and effective Council meetings that are focused upon the Council's stated purpose, and that include evaluation of meeting effectiveness; and 3) make emergency decisions on behalf of the Council when necessary. The Executive Committee will be comprised of the elected officers and the previous chair of the Council, who will serve for one year.
2. The Emergency Preparedness and Response Committee will review and provide direction related to activities in Wisconsin designed to ensure there are coordinated and comprehensive responses to protect the health, safety and welfare of citizens and property in the event of natural or man-made emergencies.
3. The State Health Plan Committee will be responsible for monitoring the progress of Wisconsin's State Health Plan.
4. The Public Health Policy and Public Engagement Committee will be responsible for developing external communication with public health stakeholders including elected and public officials at the federal, state and local levels of government, the media and the public to ensure public policy supports the broad mission of promoting enlightened public health policy and the goals of the State Health Plan.

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 25 / 15

2. Nature of request

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[Instructions](#)

Memo of explanation with required information (see instructions)

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Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

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Requestor (if different from above):

Additional signature (as needed):

Additional signature (as needed):

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- 2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

Memo

To: Oneida Business Committee
From: Lisa Summers, Tribal Secretary
Date: March 17, 2015
Re: New Business Committee travel dashboard

Background

Comments received regarding travel, approval of travel, and travel reporting have prompted my office to create a Business Committee travel dashboard. The purpose of this dashboard is to provide a quick and efficient tool for the Business Committee to review their travel. This is intended to be an internal tool and will be placed on the G:\ for easy access to all BC members and staff.

Status

The draft BC travel dashboard was presented to the Business Committee at the Work Meeting on March 3, 2015. Input was requested by Friday, March 13, 2-15. This final draft is on the March 25, 2015, regular Business Committee agenda for approval, as indicated at the Work Meeting.

Requested OBC Action

1. Approve new Business Committee travel dashboard.
2. Direct the Business Committee Support Office to save the dashboard on the G:\, send notice of location to the BC, and maintain the information contained in the dashboard.

FY-2015 BC Travel Dashboard

	Travel Event Dates	Travel Event Name	Type	OBC Approval Date	Form of Approval	Date Travel Rpt. Accepted	Close d	Budget Amt.	Actual Cost	(+/-)	YTD Spent Down	Balance
Chairwoman												
Cristina Danforth												
\$13,300.00 Budgeted	09/03-05/14	GLITC								0.00	0.00	13,300.00
\$250.00 YTD Spent	09/29-10/02/14	G2E	P	08/13/14	BC Reg Mtg					0.00	0.00	13,300.00
<u>\$13,050.00 Remaining</u>	10/07-08/14	ACF Hearings	P	09/10/14	BC Reg Mtg			404.62		404.62	0.00	13,300.00
	10/07/14	RES Conference - Registration	P	10/06/14	E-Poll			250.00	250.00	0.00	250.00	13,050.00
	11/09-11/14	Treaty of Canandaigua Celebration	P	10/30/14	E-Poll			302.50		302.50	250.00	13,050.00
	12/02-03/2014	White House Tribal Nations Conf.	P	10/22/14	BC Reg Mtg					0.00	250.00	13,050.00
	03/04-??/15	GLITC								0.00	250.00	13,050.00
	03/08-12/15	MAST Impact Week	P	12/10/14	BC Special Mtg			440.50		440.50	250.00	13,050.00
	03/28-04/03/15	NIGA Tradshow & Convention	P	01/28/14	BC Reg Mtg					0.00	250.00	13,050.00
										0.00	250.00	13,050.00
										0.00	250.00	13,050.00
										0.00	250.00	13,050.00
										0.00	250.00	13,050.00
										0.00	250.00	13,050.00
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										0.00	250.00	13,050.00
										0.00	250.00	13,050.00
										0.00	250.00	13,050.00
										0.00	250.00	13,050.00
								<u>1,397.62</u>	<u>250.00</u>	<u>1,147.62</u>		
Vice-Chairwoman												
Melinda J. Danforth												
\$12,400.00 Budgeted	10/08-09/14	CERS Event	P	10/07/14	E-Poll	10/22/14		346.53		346.53	0.00	12,400.00
\$0.00 YTD Spent	10/15/14	SEB Meeting	P	10/09/14	E-Poll					0.00	0.00	12,400.00
<u>\$12,400.00 Remaining</u>	11/18-20/14	TTAG	P	11/05/14	E-Poll			515.50		515.50	0.00	12,400.00
	12/04/14	State Tribal Relations					In concur?			0.00	0.00	12,400.00
	12/08/14	SEB Meeting	P	11/26/14	BC Reg Mtg					0.00	0.00	12,400.00
	02/17-19/15	DHHS Reg. V Trial Consultation	P	01/14/15	BC Reg Mtg			357.03		357.03	0.00	12,400.00
	02/18-19/15	TTAG	P	09/24/14	BC Reg Mtg					0.00	0.00	12,400.00
	07/15-16/15	TTAG	P	09/24/14	BC Reg Mtg					0.00	0.00	12,400.00

FY-2015 BC Travel Dashboard

Travel Event Dates	Travel Event Name	Type	OBC Approval Date	Form of Approval	Date Travel Rpt. Accepted	Close d	Budget Amt.	Actual Cost	(+/-)	YTD Spent Down	Balance
11/18-19/15	TTAG	P	09/24/14	BC Reg Mtg					0.00	0.00	12,400.00
									0.00	0.00	12,400.00
									0.00	0.00	12,400.00
									0.00	0.00	12,400.00
									0.00	0.00	12,400.00
									0.00	0.00	12,400.00
									0.00	0.00	12,400.00
									0.00	0.00	12,400.00
									0.00	0.00	12,400.00
									0.00	0.00	12,400.00
									0.00	0.00	12,400.00
							<u>1,219.06</u>	<u>0.00</u>	<u>1,219.06</u>		
Treasurer											
Trish King											
\$10,000.00 Budgeted	11/13/14	Indian Land Working				In concur?			0.00	0.00	10,000.00
\$0.00 YTD Spent									0.00	0.00	10,000.00
\$10,000.00 Remaining									0.00	0.00	10,000.00
									0.00	0.00	10,000.00
									0.00	0.00	10,000.00
									0.00	0.00	10,000.00
									0.00	0.00	10,000.00
									0.00	0.00	10,000.00
									0.00	0.00	10,000.00
							<u>0.00</u>	<u>0.00</u>	<u>0.00</u>		
Secretary											
Lisa Summers											
\$12,400.00 Budgeted	10/08-09/14	CERS Event	P	10/07/14	E-Poll	10/22/14	75.00		75.00	0.00	12,400.00
\$169.92 YTD Spent	10/15/14	SEB Meeting	P	10/09/14	E-Poll				0.00	0.00	12,400.00
\$12,230.08 Remaining	11/12/14	WHEDA & DOJ Consult.	P	10/22/14	BC Reg Mtg				0.00	0.00	12,400.00
	11/14/14	SCSTR				In concur?		169.92	(169.92)	169.92	12,230.08
	11/17-18/2014	SCSTR Tribal Caucus	P	11/12/14	BC Reg Mtg				0.00	169.92	12,230.08
	12/08/14	SEB Meeting	P	11/26/14	BC Reg Mtg				0.00	169.92	12,230.08
									0.00	169.92	12,230.08

FY-2015 BC Travel Dashboard

Travel Event Dates	Travel Event Name	Type	OBC Approval Date	Form of Approval	Date Travel Rpt. Accepted	Close d	Budget Amt.	Actual Cost	(+/-)	YTD Spent Down	Balance
									0.00	169.92	12,230.08
									0.00	169.92	12,230.08
									0.00	169.92	12,230.08
									0.00	169.92	12,230.08
									0.00	169.92	12,230.08
									0.00	169.92	12,230.08
									0.00	169.92	12,230.08
							<u>75.00</u>	<u>169.92</u>	<u>(94.92)</u>		
Council Member											
Fawn Billie											
\$8,000.00 Budgeted	12/01-02/14	Covey Training	P	11/12/14	BC Reg Mtg	02/11/15	328.50	328.50	0.00	13,300.00	
\$0.00 YTD Spent	02/11-13/15	MBK Cmty Chall. Nat'l Convening	P	01/15/15	E-Poll	02/25/15	1,234.04	1,234.04	0.00	13,300.00	
\$8,000.00 Remaining	03/08-12/15	MAST Impact Week	P	12/10/14	BC Special Mtg		490.50	490.50	0.00	13,300.00	
									0.00	0.00	13,300.00
									0.00	0.00	13,300.00
									0.00	0.00	13,300.00
									0.00	0.00	13,300.00
									0.00	0.00	13,300.00
							<u>2,053.04</u>	<u>0.00</u>	<u>2,053.04</u>		
Council Member											
Tehassi Hill											
\$8,000.00 Budgeted	09/18/14	WIDOT Tribal Ldrshp Consult. Mtg				11/12/14			0.00	0.00	8,000.00
\$0.00 YTD Spent									0.00	0.00	8,000.00
\$8,000.00 Remaining									0.00	0.00	8,000.00
									0.00	0.00	8,000.00
									0.00	0.00	8,000.00
									0.00	0.00	8,000.00
									0.00	0.00	8,000.00
									0.00	0.00	8,000.00
									0.00	0.00	8,000.00
							<u>0.00</u>	<u>0.00</u>	<u>0.00</u>		

FY-2015 BC Travel Dashboard

	Travel Event Dates	Travel Event Name	Type	OBC Approval Date	Form of Approval	Date Travel Rpt. Accepted	Close d	Budget Amt.	Actual Cost	(+/-)	YTD Spent Down	Balance
Council Member												
Brandon Stevens												
\$8,000.00 Budgeted	10/07-08/14	ACF Hearings	P	09/10/14	BC Reg Mtg					0.00	0.00	8,000.00
\$0.00 YTD Spent	10/08-10/14	Haskell Board of Regents	P	09/24/14	BC Reg Mtg					0.00	0.00	8,000.00
<u>\$8,000.00 Remaining</u>	10/27-30/14	NCAI	P	09/24/14	BC Reg Mtg			1,297.08		1,297.08	0.00	8,000.00
	11/09-11/14	Treaty of Canandaigua Celebration	P	10/30/14	E-Poll					0.00	0.00	8,000.00
	12/01-04/2014	White House Tribal Nations Conf.	P	11/12/14	E-Poll					0.00	0.00	8,000.00
	01/26-29/15	MBK Cmty Chall. Nat'l Convening	P	01/15/15	E-Poll	02/25/15		348.50		348.50	0.00	8,000.00
	03/30-04/02/15	NIGA Tradshow & Convention	P	02/25/15	BC Reg Mtg					0.00	0.00	8,000.00
										0.00	0.00	8,000.00
										0.00	0.00	8,000.00
										0.00	0.00	8,000.00
										0.00	0.00	8,000.00
										0.00	0.00	8,000.00
										0.00	0.00	8,000.00
										0.00	0.00	8,000.00
										0.00	0.00	8,000.00
										0.00	0.00	8,000.00
										0.00	0.00	8,000.00
										0.00	0.00	8,000.00
								<u>1,645.58</u>	<u>0.00</u>	<u>1,645.58</u>		
Council Member												
Jennifer Webster												
\$8,000.00 Budgeted	10/07-08/14	ACF Hearings	P	09/10/14	BC Reg Mtg							
\$250.00 YTD Spent	10/07/14	RES Conference - Registration	P	10/06/14	E-Poll			250.00	250.00	0.00	250.00	7,750.00
<u>\$7,750.00 Remaining</u>	11/09-11/14	Treaty of Canandaigua Celebration	P	10/30/14	E-Poll			277.50		277.50	250.00	7,750.00
	11/19-21/14	Bemidji Area ITU Meeting	P	11/06/14	E-Poll					0.00	250.00	7,750.00
	02/17-19/15	DHHS Reg. V Trial Consultation	P	01/14/15	BC Reg Mtg			226.16		226.16	250.00	7,750.00
	03/08-12/15	MAST Impact Week	P	12/10/14	BC Special Mtg			490.50		490.50	250.00	7,750.00
	03/28-04/03/15	NIGA Tradshow & Convention	P	01/28/14	BC Reg Mtg					0.00	250.00	7,750.00
										0.00	250.00	7,750.00
										0.00	250.00	7,750.00
										0.00	250.00	7,750.00

FY-2015 BC Travel Dashboard

Travel Event Dates	Travel Event Name	Type	OBC Approval Date	Form of Approval	Date Travel Rpt. Accepted	Close d	Budget Amt.	Actual Cost	(+/-)	YTD Spent Down	Balance
									0.00	250.00	7,750.00
									0.00	250.00	7,750.00
									0.00	250.00	7,750.00
							<u>1,244.16</u>	<u>250.00</u>	<u>994.16</u>		
Council Member											
Vacant											
									0.00	0.00	8,000.00
							<u>0.00</u>	<u>0.00</u>	<u>1,484.66</u>		
							<u><u>0.00</u></u>				
											<u><u>\$8,000.00</u></u> Remaining

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above):

Additional signature (as needed):

Additional signature (as needed):

1) Save a copy of this form in a pdf format.

2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

Memo

To: Oneida Business Committee
From: Lisa Summers, Tribal Secretary
Date: March 17, 2015
Re: New Business Committee travel report template

Purpose

To create a uniform template for Business Committee travel reports. To ensure all travel reports include the same information. This template would be for Business Committee travel only.

Status

The draft BC travel report was presented to the Business Committee at the Work Meeting on March 3, 2015. Input was requested by Friday, March 13, 2-15. This final draft is on the March 25, 2015, regular Business Committee agenda for approval, as indicated at the Work Meeting.

Requested OBC Action

1. Approve new Business Committee travel report template, requiring all BC travel to use the approved template starting with the next regular Business Committee meeting.

BUSINESS COMMITTEE TRAVEL REPORT



Traveler Name: Choose a Traveler Name
Enter name(s) of other Travelers OR [SPACE BAR] to delete

Travel Event: Enter name of Travel Event

Travel Location: Enter location of Travel Event

Departure Date: Pick date **Return Date:** Pick Date

Projected Cost: Enter Cost **Actual Cost:** Enter Cost

Date Travel was Approved by OBC: Pick Date

Narrative/Background:
Click here to enter text.

Item(s) Requiring Attention:
Click here to enter text.

Requested Action:
Click here to enter text.

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above):

Additional signature (as needed):

Additional signature (as needed):

- 1) Save a copy of this form in a pdf format.
- 2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

Memo

To: Oneida Business Committee
From: Lisa Summers, Tribal Secretary
Date: March 17, 2015
Re: New Business Committee Travel Request

Purpose

To create a uniform request format for Business Committee travel. To ensure all travel requests include the same information. This form would be used in place of a BC Agenda Request and would be for Business Committee travel only.

Status

The draft BC Travel Request was presented to the Business Committee at the Work Meeting on March 3, 2015. Input was requested by Friday, March 13, 2-15. This final draft is on the March 25, 2015, regular Business Committee agenda for approval, as indicated at the Work Meeting.

Requested OBC Action

1. Approve new Business Committee travel request, requiring all BC travel to use the approved form starting with the next regular Business Committee meeting.

Oneida Business Committee Travel Request

1. OBC Meeting Date Requested: ___ / ___ / ___

e-poll requested

2. General Information:

Event Name: _____

Event Location: _____

Attendee(s):

Departure Date:

Attendee(s):

Return Date:

Attendee(s):

3. Budget Information:

Funds available in individual travel budget(s)

Unbudgeted

Grant Funded or Reimbursed

Cost Estimate: _____

4. Justification:

Liaison Appointment Responsibilities

To which Strategic Direction(s) does this travel relate?

Advancing Onnyote?a:ká Principles

Creating a Positive Organizational Culture

Committing to Building a Responsible Nation

Implementing Good Governance Processes

Describe the purpose of Travel and how it relates to the Strategic Direction(s) and/or your liaison area:

5. Submission

Sponsor:

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf OR print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above):

Name, Title / Dept. or Tribal Member

Additional signature (as needed):

Name, Title / Dept.

Additional signature (as needed):

Name, Title / Dept.

- 1) Save a copy of this form in a pdf format.
- 2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

Memo

To: Oneida Business Committee
From: Lisa Summers, Tribal Secretary
Date: March 17, 2015
Re: Revised Business Committee Agenda Request

Background

Comments received regarding the BC Agenda Request have prompted my office to review and revise the form. Budget information has been added. Also the form is now two pages incorporating a required cover memo.

Status

The draft revised BC agenda request was presented to the Business Committee at the Work Meeting on March 3, 2015. Input was requested by Friday, March 13, 2-15. This final draft is on the March 25, 2015, regular Business Committee agenda for approval, as indicated at the Work Meeting.

As of May 5, 2015, any requests submitted using an old version of the agenda request will also be returned to the requestor. My office is prepared to send the appropriate notification.

Additionally, my office will require a single *.pdf file for agenda requests. Requests not complying with the requirement will be returned to the requestor.

Requested OBC Action

1. Approve revised Business Committee agenda request, requiring all BC agenda requests to use the approved form effective May 5, 2015.
2. Direct the Tribal Secretary's Office to send appropriate notification of the revised BC agenda request and requirements.

Deadlines

Oneida Business Committee Agenda Request

Instructions

1. Meeting Date Requested: ___ / ___ / ___

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor: _____
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Deadlines

Oneida Business Committee Agenda Request

Instructions

6. Cover Memo:

Describe the purpose, background/history, and action requested:

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above):

Name, Title / Dept. or Tribal Member

Additional signature (as needed):

Name, Title / Dept.

Additional signature (as needed):

Name, Title / Dept.

1) Save a copy of this form in a pdf format.

2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

Memo

To: Oneida Business Committee
From: Lisa Summers, Tribal Secretary
Date: March 12, 2015
Re: E-Poll Request to Host MAST Regional Meeting at Radisson

E-Poll Date: March 10, 2015

Purpose: Request to support to host the MAST Regional Meeting at the Radisson in late May/early June. If supported, Oneida will need to provide meeting space and a meal. The date will be determined by Radisson availability.

E-Poll Results (votes)

Support: Melinda Danforth, Jennifer Webster, Fawn Billie, Brandon Stevens, Tehassi Hill, Lisa Summers

April Skenandore

From: Mary C. Graves
Sent: Wednesday, March 11, 2015 9:27 AM
To: Melinda J. Danforth; Patricia M. King; Lisa M. Summers; Brandon L. Yellowbird-Stevens; Jennifer A. Webster; Fawn J. Billie; Ronald W. Hill
Cc: Jessica L. Wallenfang; Brian A. Doxtator; Lisa A. Liggins; Rhiannon R. Metoxen; Fawn L. Cottrell; Danelle A. Wilson; April Skenandore; Cristina S. Danforth; Jacob S. Metoxen
Subject: RE: E-Poll to host MAST

E-Poll Results

Support: Melinda, Trish, Jenny, Fawn, Brandon and Tehassi

The request and results will be added to the 03/25/15 BC agenda.

From: Mary C. Graves
Sent: Tuesday, March 10, 2015 1:43 PM
To: Melinda J. Danforth; Patricia M. King; Lisa M. Summers; Brandon L. Yellowbird-Stevens; Jennifer A. Webster; Fawn J. Billie; Ronald W. Hill
Cc: Jessica L. Wallenfang; Brian A. Doxtator; Lisa A. Liggins; Rhiannon R. Metoxen; Fawn L. Cottrell; Danelle A. Wilson; April Skenandore; Cristina S. Danforth; Jacob S. Metoxen
Subject: E-Poll to host MAST

Chairwoman Danforth is requesting your support to host the MAST Regional Meeting at the Radisson in late May/early June. If supported, Oneida will need to provide meeting space and a meal. The date will be determined by Radisson availability. Please use the voting button on the top of the email. Thank you for your consideration.

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 24 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. 3.

2. 4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above): _____
Name, Title / Dept. or Tribal Member

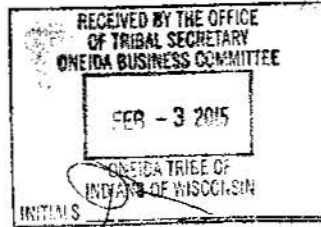
Additional signature (as needed): _____
Name, Title / Dept.

Additional signature (as needed): _____
Name, Title / Dept.

- 1) Save a copy of this form in a pdf format.
- 2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

Handout #12

BROTHERTOWN INDIAN NATION



January 28, 2015

Oneida Business Committee
Oneida Tribe of Indians of Wisconsin
PO Box 369
Oneida, Wisconsin 54155

Greetings:

The Brothertown Indian Nation respectfully requests to be placed on the Oneida Business Committee's March 25, 2015 agenda in order to discuss the Brothertown Collection.

The Brothertown Collection was graciously purchased by Oneida September 14, 2010. It contains a significant amount of materials relating to the Brothertown Indian Nation as well as Oneida and Stockbridge-Munsee, our traveling partners from New York. We anticipate taking up no more than 20 minutes of your time.

Following the meeting we would like to invite the Business Committee to lunch. It has been too long since we shared a meal and time. We look forward to affirming our relationship across the miles and years.

If this date does not work for the Business Council or if you would like further information regarding our request, please contact me at 651 - 335 - 8532.

Wi gwo' san,

Jeremy Marx
Tribal Chair
Brothertown Indian Nation



Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

[Empty text box for session selection]

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

[Empty text box for justification]

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. <input type="text"/>	3. <input type="text"/>
2. <input type="text"/>	4. <input type="text"/>

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above): _____
Name, Title / Dept. or Tribal Member

Additional signature (as needed): _____
Name, Title / Dept.

Additional signature (as needed): _____
Name, Title / Dept.

- 1) Save a copy of this form in a pdf format.
- 2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org



ONEIDA TRIBE OF INDIANS OF WISCONSIN
PO Box 365 ONEIDA, WI 54155
THE OFFICE OF: COUNCILMAN STEVENS
OFFICE: 920-869-4378
EMAIL: BSTEVENS@ONEIDANATION.ORG
RMETOXE2@ONEIDANATION.ORG

MEMO

TO: ONEIDA BUSINESS COMMITTEE
FROM: COUNCILMAN BRANDON STEVENS
SUBJECT: TRAVEL REPORT -BYS NCAI-
DATE: MARCH 11TH, 2015

National Congress of American Indians (NCAI) 10/27-31/2015

During the NCAI conference I was able to obtain a meeting with the acting Chairman of the National Indian Gaming Commission (NIGC), Jonodev Chaudhuri on Tuesday October 28, 2014. Also in attendance was NIGC staff attorney John Hay. The purpose of the meeting was to discuss the recent change in reporting requirements of Oneida's financial audits. NIGC is requesting that Oneida submit individual consolidated financial statements for each gaming location. Currently Oneida submits one financial statement with accompanying revenue schedules for each location. I shared two concerns; the undue financial burden that the proposed request for consolidated financial statements for each location would impose on the tribe and the imposition the proposed request would have on the way Oneida manages their operation. I shared that the proposed request would alter the way Oneida manages because Oneida would have to make changes to their current way of managing to be able to track and report the specific costs that NIGC is requesting. I also suggested that a reasonable allocation formula could be used by Oneida with minimal cost and intrusion in to Oneida's management as a way to resolve the issue.

Overall, this meeting was much more productive than the prior phone conference with NIGC staff. In the previous phone conference with Oneida, NIGC staff was rigid about the regulation and did not seem willing to work with Oneida or understand the possible burdens the change would impose on Oneida. At this meeting, Chairman Chaudhuri expressed a willingness to work with Oneida to resolve the issue and understood the possible burdens that could be imposed on Oneida. NIGC will review Oneida's suggestion of using a reasonable allocation formula and will send formal correspondence stating NIGC's position.

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above):

Additional signature (as needed):

Additional signature (as needed):

- 1) Save a copy of this form in a pdf format.
- 2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

INTEROFFICE MEMORANDUM

TO: ONEIDA BUSINESS COMMITTEE
FROM: LISA SUMMERS, TRIBAL SECRETARY
SUBJECT: TRAVEL REQUEST – CACIC CONFERENCE
DATE: MARCH 3, 2015

This memorandum serves as request to attend the Crimes Against Children in Indian Country (CACIC) Conference in Carlton, MN.

From the conference website (www.ncjtc.org/cacic):

“Native American youth are impacted by unique and challenging threats that affect their physical and emotional development and well-being. Often tribal communities do not have the same access to the necessary resources for addressing these threats. The Crimes Against Children in Indian Country (CACIC) Conference was formed in response to the often unmet needs of Native youth. The advisory/planning committee is made up of representatives from a wide range of tribal and non-tribal law enforcement, government, and social service agencies. An important goal of the conference is to strengthen relationships between various agencies, tribes, and states, to promote a multi-disciplinary, multi-jurisdictional approach to serving Native young people.”

As liaison to both the Oneida Child Protective Board and the Oneida Police Commission, this travel fits with those responsibilities.

Event Name:	Crimes Against Children in Indian Country (CACIC) Conference
Location:	Carlton, MN
Dates:	April 27-30, 2015
Estimated Cost:	\$667.73

Requested Action

1. Approve the travel request for Lisa Summers to attend the Crimes Against Children in Indian Country (CACIC) Conference – Carlton, MN – April 27-30, 2015

**ONEIDA TRIBE OF INDIANS OF WISCONSIN
TRAVEL AUTHORIZATION REQUEST**

General Travel Information

Name of Traveler	Lisa Summers		
Please list name as it appears on Travelers Driver's License or WI State ID			
	Employee #		Date of Birth
Destination	Carlton, MN		
Departure date	April 27, 2015	Return date	April 30, 2015
Purpose of travel	Crimes Against Children in Indian Country Conference		
Charged GL Account	001-4272000-004-701000-000		

GSA Rate Information for the destination

Per Diem rate per day	\$ 46.00	Lodging rate per day	\$ 83.00
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Cost Estimate Information

Description	Rate	Factor	Days/ Miles	Total
Per Diem initial travel date	\$ 46.00	75 %	1	\$ 34.50
Per Diem full day at destination	\$ 46.00	100 %	2	\$ 92.00
Per Diem return travel date	\$ 46.00	75 %	1	\$ 34.50
Subtract included meals				\$
Lodging including room rate plus taxes 6.875%	\$ 52.00		3	\$ 166.73
Airfare	\$			\$
Private Car Mileage	\$			\$
Taxi or car rental Gas Allowance for Tribal Vehicle	\$ 115.00			\$ 115.00
Luggage Fees	\$			\$
Registration – accept VISA? <u>Yes</u> / No	\$ 225.00			\$ 225.00
Allowable price adjustment If travel arrangements exceed the <u>Total Cost Estimate</u> re-approval is required				\$ 200.00
Total Cost Estimate				\$667.73

taxes included

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance is not cleared within 10 calendar days after my travel return date, I shall be held responsible for the full amount advanced and that I may be reprimanded in accordance with the Personal Policies and Procedures for my failure to clear this matter within the time so allotted. Further, in the event that the advance payment is not cleared within 10 calendar days of my return, and I have not filed a formal written dispute as to the amount due, by signing below, I am hereby making a knowing and voluntary wage deduction for the entire amount outstanding.

Signatures / Approvals

	Signature	Date	Contact Phone #
Traveler			
Program Director			Not needed
General Manager			Not needed



2015 Conference Agenda

April 28-30, 2015 | Carlton, Minnesota

10th Annual Multi-Disciplinary Approaches to Prevent Crimes Against Children in Indian Country

Tuesday, April 28, 2015

8:00 am – 4:30 pm		Conference Registration and Information Desk Open	Otter Creek Ballroom
8:30 am – 9:00 am	Opening Ceremony Mistress of Ceremonies ~ Janell Rasmussen ~ Director, Criminal Justice Training & Education Bureau of Criminal Apprehension Minnesota Department of Public Safety Fond du Lac Band of Lake Superior Chippewa Presentation of Colors ~ Drum ~ Traditional Prayer	9:00 am – 9:20 am	Welcoming Remarks Karen Diver ~ Chairwoman, Fond du Lac Band of Lake Superior Chippewa Andrew Luger ~ United States Attorney, State of Minnesota <i>(Invited)</i> Mark Dayton ~ Governor, State of Minnesota <i>(Invited)</i>
9:20 am – 9:30 am		<i>Break</i>	
9:30 am – 10:20 am		Children Exposed to Violence, Creating a Climate of Hope David Raasch ~ Chief Judge (retired), Stockbridge-Munsee Community, Band of Mohican Indians This session will discuss the need to reinvigorate the cultures of Native America, cultures that have lain dormant for hundreds of years, cultures that need to be re-seeded, nurtured, weeded and watered so once again we can harvest the beauty of our spirit. Protecting our Youth by Preserving our Culture	Otter Creek Ballroom
10:20 am – 10:30 am		<i>Break</i>	
10:30 am – 11:20 pm		Workshop #1	
A	Understanding & Investigating Child Pornography Steve Del Negro ~ Sergeant (retired), Digital Evidence Media Section/ICAC Task Force, Massachusetts State Police This presentation will provide prosecutors and investigators with an understanding of child pornography and the effects of Child sexual abuse. The technology used, the scope of the problem as it pertains to the internet, the impact that it has on a victim, and the risk levels associated with the child pornography offender will also be discussed.	Otter Creek Ballroom	
B	Synthetic Drugs Amy Granlund ~ Forensic Scientist, Minnesota Bureau of Criminal Apprehension Session Summary	Fond du Lac Creek Hall	
C	Sex Trafficking – Safe Harbors David Pinto ~ Assistant Ramsey County Atty & Director, Safe Harbor Training and Protocol Development, MN House of Representatives Session Summary	Stoneybrook Hall	
11:20 am – 11:30 am		<i>Break</i>	
11:30 am – 12:20 pm		Workshop #2	
A	Understanding & Investigating Child Pornography (continued) Steve Del Negro ~ Sergeant (retired), Digital Evidence Media Section/ICAC Task Force, Massachusetts State Police This presentation will provide prosecutors and investigators with an understanding of child pornography and the effects of Child sexual abuse. The technology used, the scope of the problem as it pertains to the internet, the impact that it has on a victim, and the risk levels associated with the child pornography offender will also be discussed.	Otter Creek Ballroom	
B	Synthetic Drugs (continued) Amy Granlund ~ Forensic Scientist, Minnesota Bureau of Criminal Apprehension Session Summary	Fond du Lac Creek Hall	
C	Sex Trafficking – Safe Harbors (continued) David Pinto ~ Assistant Ramsey County Atty & Director, Safe Harbor Training and Protocol Development, MN House of Representatives Session Summary	Stoneybrook Hall	
12:20 pm – 1:30 pm		<i>Lunch (On Your Own)</i>	

Tuesday, April 28, 2015 (con't)

1:30 pm – 2:20 pm Workshop #3

A	<p>Threat Assessments <i>BCA Fusion Center</i> ~ Session Summary</p>	Otter Creek Ballroom
B	<p>Drugs – Case Study <i>Amy Granlund</i> ~ Forensic Scientist, Minnesota Bureau of Criminal Apprehension Session Summary</p>	Fond du Lac Creek Hall
C	<p>Dual Status Youth Project <i>Elizabeth Raile</i> ~ Intervention Program Specialist, Beltrami Area Service Collaborative Dual Status Youth: Working Together to Improve Outcomes for Youth Represented in Multiple Systems Research has shown that children with a history (or present) of Child Protection/Child Welfare system involvement are at an increased risk of engaging in delinquency. Consequently, many youth have a status in both the social services and juvenile justice systems. This session will look at the current research regarding this unique population, and discuss both national and local efforts to increase engagement and improve a number of measurable outcomes. Specifically, the session will highlight Beltrami County's Dually-Involved Youth Project, which though in its infancy, has already proven to positively impact youth and families, as well as professionals involved.</p>	Stoneybrook Hall

2:20 pm – 2:30 pm Break

2:30 pm – 3:20 pm Workshop #4

A	<p>Threat Assessments (continued) <i>BCA Fusion Center</i> ~ Session Summary</p>	Otter Creek Ballroom
B	<p>Drugs – Case Study (continued) <i>Amy Granlund</i> ~ Forensic Scientist, Minnesota Bureau of Criminal Apprehension Session Summary</p>	Fond du Lac Creek Hall
C	<p>Dual Status Youth Project (continued) <i>Elizabeth Raile</i> ~ Intervention Program Specialist, Beltrami Area Service Collaborative Dual Status Youth: Working Together to Improve Outcomes for Youth Represented in Multiple Systems Research has shown that children with a history (or present) of Child Protection/Child Welfare system involvement are at an increased risk of engaging in delinquency. Consequently, many youth have a status in both the social services and juvenile justice systems. This session will look at the current research regarding this unique population, and discuss both national and local efforts to increase engagement and improve a number of measurable outcomes. Specifically, the session will highlight Beltrami County's Dually-Involved Youth Project, which though in its infancy, has already proven to positively impact youth and families, as well as professionals involved.</p>	Stoneybrook Hall

3:20 pm – 3:30 pm Break

3:30 pm – 4:20 pm Tribal Youth Police Academy – Reaching our Native Youth

<p>Warren Warrington ~ Master Sergeant, Menominee Tribal Police Department, Menominee Tribe of Wisconsin The Tribal Youth Police Academy (TYPA) provided an excellent opportunity for Native American youth to explore law enforcement and other criminal justice careers. Classroom and hands-on learning connected students and practitioners. These professionals serve as mentors, and answer questions about criminal justice careers. Students participated in a large scale police scenario allowing them to investigate a case from beginning to end. Academy students heard from tribal leaders and tribal police officers about the challenges facing Native American youth.</p>	Otter Creek Ballroom
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5:00 pm – 7:00 pm Reception

<p>Master of Ceremonies ~ <i>Warren Warrington</i> ~ Master Sergeant, Menominee Tribal Police Department, Menominee Tribe of Wisconsin Traditional Prayer Tribal Youth Police Academy Slide Show</p>	<p>South of the Border Buffet includes: ~ Flour Tortillas and Crispy Corn Taco Shells ~ Seasoned Chicken & Beef Spanish Rice ~ Freshly Baked Corn Bread ~ Fry Bread</p>
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Wednesday, April 29, 2015

8:30 am – 5:00 pm	Conference Registration and Information Desk Open	Outside Otter Creek Ballroom
9:00 am – 10:50 am	Native Mob Case Study and Recruiting Juveniles into Gangs <i>Ricky Wuori</i> ~ Special Agent, Minnesota Bureau of Criminal Apprehension <i>Jerry Wilhelmy</i> ~ Investigator, Minnesota Department of Corrections This session will cover the history of how and why Native gangs originated in Minnesota, how they recruit and why juveniles join gangs. Specifically the instructors will address how juveniles are targeted by gangs, the hierarchy of different gangs in Minnesota and touch on the newer gangs that are being established in Minnesota. The session will also include a recent case involving the Native Mob and how laws surrounding Racketeer Influenced and Corrupt Organizations Act (RICO) brought down the gang. Attendees will be taken from arrest, to trial and final outcomes. The session will conclude with an overview of the current state of Native Mob as a result of this case.	Otter Creek Ballroom
10:50 am – 11:00 am	<i>Break</i>	
11:00 am – 11:50 am	Workshop #5	
A	Technology <i>Karina Hedinger</i> ~ Training and Education Coordinator, Bureau of Criminal Apprehension, Minnesota Department of Public Safety Session Summary	Otter Creek Ballroom
B	Heroin Use and Trafficking in the Midwest <i>Bryan Kastelic</i> ~ Special Agent, Division of Criminal Investigation, Wisconsin Department of Justice This session will provide a basic overview of heroin, which includes instruction on the different types of heroin, the effects on the user, its prevalence of use in the Midwest, treatment options, safety concerns for public safety personal, and heroin overdose death investigations.	Fond du Lac Creek Hall
C	Hearing the Victim's Voice: Combating Juvenile Sex Trafficking and Commercial Sexual Exploitation in the Native American Population <i>Patina Park</i> ~ Executive Director, Minnesota Indian Women's Resource Center In August 2009, the Minnesota Indian Women's Resource Center released the Shattered Hearts Report indicating the impact of trafficking in the Native American population represented by their clients. This workshop will identify the impact of historical trauma on the population in how it affects the persistence of commercial sexual exploitation/trafficking in our youth and how to work with clients to both heal from victimization and to lessen vulnerability to exploitation.	Stoneybrook Hall
11:50 am – 1:00 pm	<i>Lunch (On Your Own)</i>	
1:00 pm – 1:50 pm	Workshop #6	
A	Technology (continued) <i>Karina Hedinger</i> ~ Training and Education Coordinator, Bureau of Criminal Apprehension, Minnesota Department of Public Safety Session Summary	Otter Creek Ballroom
B	Heroin Use and Trafficking in the Midwest (continued) <i>Bryan Kastelic</i> ~ Special Agent, Division of Criminal Investigation, Wisconsin Department of Justice This session will provide a basic overview of heroin, which includes instruction on the different types of heroin, the effects on the user, its prevalence of use in the Midwest, treatment options, safety concerns for public safety personal, and heroin overdose death investigations.	Fond du Lac Creek Hall
C	Hearing the Victim's Voice: Combating Juvenile Sex Trafficking and Commercial Sexual Exploitation in the Native American Population (continued) <i>Patina Park</i> ~ Executive Director, Minnesota Indian Women's Resource Center In August 2009, the Minnesota Indian Women's Resource Center released the Shattered Hearts Report indicating the impact of trafficking in the Native American population represented by their clients. This workshop will identify the impact of historical trauma on the population in how it affects the persistence of commercial sexual exploitation/trafficking in our youth and how to work with clients to both heal from victimization and to lessen vulnerability to exploitation.	Stoneybrook Hall
1:50 pm – 2:00 pm	<i>Break</i>	

Wednesday, April 29, 2015 (con't)

2:00 pm – 2:50 pm		Workshop #7
A	How Much does your phone know about you? <i>Lee Reed</i> ~ Officer (Retired), City of Abilene Police Department; Consultant, Team Adam This session will discuss the operation of a cellphone/smartphone and to learn the proper procedure in obtaining the necessary information. How much does your phone know about you?	Otter Creek Ballroom
B	Native American Gangs and their Connections to National Gangs <i>Bryan Kastelic</i> ~ Special Agent, Division of Criminal Investigation, Wisconsin Department of Justice <i>Richard Van Boxtel</i> ~ Chief of Police, Oneida Tribal Police Department, Oneida Tribe of Wisconsin Since 2007, the Native American Drug and Gang Initiative (NADGI) Task Force has addressed the crime associated with gang and drug activity in the Wisconsin Native American communities. The NADGI covers 9 10 Tribal Reservations spanning most of the State of Wisconsin. Although the gangs on the Reservations hold many elements associated with Native American culture, they hold strong ties to larger gangs in urban areas. These affiliations have led to a steady trade in drugs, weapons and gang violence human trafficking. The presentation will provide a look into the unique character of Native American gangs in Wisconsin and their relationships with other gangs in the large metropolitan areas. Past and present criminal investigations will be referenced to illustrate these points and also offer strategies that have had success in combating this activity. NADGI has formed many partnerships throughout Wisconsin with Federal, State, County, local, and Tribal partners to include programming such as Drug Endangered Children (DEC).	Fond du Lac Creek Hall
C	The Deadly Triad of Suicide: What you need to know to reduce risk in your community <i>Cary Waubanasum</i> ~ Project Specialist, National Criminal Justice Training Center of Fox Valley Technical College This session explores the impact of historical and intergenerational trauma on suicide in Native American/Alaska Native communities. We will discuss significant risk factors including substance abuse, prior suicide attempts, mood and anxiety disorders and access to lethal means. Participants will learn how to reduce the risk of suicide by eliminating any one element of the Deadly Triad - alcohol, firearms and distress.	Stoneybrook Hall
2:50 pm – 3:00 pm <i>Break</i>		
3:00 pm – 3:50 pm		Workshop #8
A	How Much does your phone know about you? (continued) <i>Lee Reed</i> ~ Officer (Retired), City of Abilene Police Department; Consultant, Team Adam This session will discuss the operation of a cellphone/smartphone and to learn the proper procedure in obtaining the necessary information. How much does your phone know about you?	Otter Creek Ballroom
B	Native American Gangs and their Connections to National Gangs (continued) <i>Bryan Kastelic</i> ~ Special Agent, Division of Criminal Investigation, Wisconsin Department of Justice <i>Richard Van Boxtel</i> ~ Chief of Police, Oneida Tribal Police Department, Oneida Tribe of Wisconsin Since 2007, the Native American Drug and Gang Initiative (NADGI) Task Force has addressed the crime associated with gang and drug activity in the Wisconsin Native American communities. The NADGI covers 9 10 Tribal Reservations spanning most of the State of Wisconsin. Although the gangs on the Reservations hold many elements associated with Native American culture, they hold strong ties to larger gangs in urban areas. These affiliations have led to a steady trade in drugs, weapons and gang violence human trafficking. The presentation will provide a look into the unique character of Native American gangs in Wisconsin and their relationships with other gangs in the large metropolitan areas. Past and present criminal investigations will be referenced to illustrate these points and also offer strategies that have had success in combating this activity. NADGI has formed many partnerships throughout Wisconsin with Federal, State, County, local, and Tribal partners to include programming such as Drug Endangered Children (DEC).	Fond du Lac Creek Hall
C	Suicide Prevention and Intervention: QPR - Question, Persuade, Refer (continued) <i>Cary Waubanasum</i> ~ Project Specialist, National Criminal Justice Training Center of Fox Valley Technical College This session examines suicide myths and facts, warning signs and a 3-step emergency response to people in crisis. Participants will learn how to apply the QPR (Question, Persuade, Refer) method, an evidence-based life-saving technique.	Stoneybrook Hall
3:50 pm – 4:00 pm <i>Break</i>		
4:00 pm – 4:50 pm		Using Social Media in Crimes Against Children Investigations
<i>Jerry Jones</i> ~ Consultant, National White Collar Crime Center, Portland Police Department (Retired) Social Media is an invaluable intelligence tool to assist with crimes against children investigations. In this session we demonstrate the usage of several social media mining tools that search multiple sites, harnessing the power of social media for investigations. The session will also introduce many of the tools are that are free and attendees can start using them immediately.		Otter Creek Ballroom
5:00 pm		<i>Dinner (On Your Own)</i>

Thursday, April 30, 2015

8:30 am – 12:00 pm	Conference Registration and Information Desk Open	Otter Creek Ballroom
9:00 am – 9:50 am	The Path of the Native American Runaway Child <i>Lee Reed</i> ~ Officer (Retired), City of Abilene Police Department; Consultant, Team Adam This program will give an overview of the runaway issue in America and Indian Country. It will also Identify profiles of the runaway and the personality traits that a chronic runaway will exhibit and effective ways to use intervention in deterring the behavior	Otter Creek Ballroom
9:50 am – 10:00 am	<i>Break</i>	
10:00 am – 10:50 am	Child Sex Trafficking and Exploitation in Indian Country <i>Jim Walters</i> ~ Program Administrator-Amber, National Criminal Justice Training Center of Fox Valley Technical College Human trafficking and exploitation is one of the fastest growing forms of victimization facing tribal communities. The expansion of technology, man camps associated with natural resources and increase in tribally operated casinos and travel plazas have all contributed to the growth of this problem. This course will provide the participant with the background of sexual exploitation in tribal communities in the United States as well as issues of generational trauma which facilitate continued victimization. Participants will learn about the use of technology in victimization as well as investigative and prevention techniques for protecting children in Indian Country.	Otter Creek Ballroom
10:50 am – 11:00 am	<i>Break</i>	
11:00 am – 11:50 am	Case Study – Bobbie Jo’s Journey Home <i>Grant Snyder</i> ~ Sergeant, Criminal Investigation Division, Minneapolis Police Department Session Summary	Otter Creek Ballroom
11:50 am – 12:00 pm	Closing Ceremony and Conference Conclusion <i>Mistress of Ceremonies</i> ~ <i>Janell Rasmussen</i> ~ Director, Criminal Justice Training & Education Bureau of Criminal Apprehension, Minnesota Department of Public Safety Fond du Lac Band of Lake Superior Chippewa Retire Colors ~ Drum ~ Traditional Prayer	Otter Creek Ballroom

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

[Empty box for session selection]

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above): _____
Name, Title / Dept. or Tribal Member


Additional signature (as needed): _____
Name, Title / Dept.

Additional signature (as needed): _____
Name, Title / Dept.

- 1) Save a copy of this form in a pdf format.
- 2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

Memo

To: Oneida Business Committee

From: Lisa Summers, Tribal Secretary 

Date: March 9, 2015

Re: E-Poll results for travel to attend UW/Native Nations Summit on
Environmental and Health

E-Poll Date: March 6, 2015

Purpose: E-Poll Results to approve travel for Tehassi Hill to attend the
UW/Native Nations Summit on Environmental and Health
held in Madison, WI on March 12-13, 2015.

E-Poll Results (votes)

Support: Jennifer Webster, Patricia King, Fawn Billie, Melinda
Danforth, Brandon Stevens, Lisa Summers

April Skenandore

From: April Skenandore
Sent: Monday, March 09, 2015 11:43 AM
To: Brandon L. Yellowbird-Stevens; Cristina S. Danforth; Fawn J. Billie; Jennifer A. Webster; Lisa M. Summers; Melinda J. Danforth; Patricia M. King; Ronald W. Hill
Cc: Brian A. Doxtator; Danelle A. Wilson; Fawn L. Cottrell; Jacob S. Metoxen; Jessica L. Wallenfang; Lisa A. Liggins; Mary C. Graves; Rhiannon R. Metoxen
Subject: RESULTS: Epoll for travel Tehassi Hill to attend UW/Native Nations Summit March 12& 13, 2015

Good Morning,

E-POLL RESULTS

The e-poll request for Tehassi Hill to travel to Madison, WI to attend the UW/Native Nations Summit on Environmental Health on March 12-13, 2015 at the University of WI Madison is approved. This item will be placed on the March 25, 2015 BC agenda. Listed below is the results:

Support: Jennifer Webster, Patricia King, Fawn Billie, Melinda Danforth, Brandon Stevens, Lisa Summers

**Oneida Tribe of Indians of Wisconsin
BUSINESS COMMITTEE**



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.



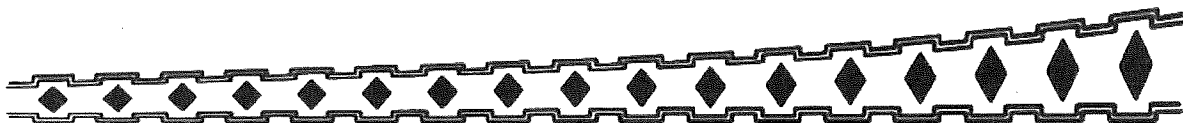
**P.O. Box 365 • Oneida, WI 54155
Telephone: 920-869-4364 • Fax: 920-869-4040**



UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

Memo

To: Oneida Business Committee
From: Councilman Tehassi Hill
Date: 03/06/2015
Re: E-poll Travel Request-UW/Native Nations Summit



Shekoli,

My office is respectfully requesting an e-poll be conducted to approve my travel request to attend the UW/Native Nations Summit on Environment Health, March 12-13, 2015 at the University of Wisconsin-Madison. My travel arrangements are being reimbursed by Nelson Institute for Environmental Studies.

Yaw^ko
Tehassi Hill



UW/Native Nations Summit on Environment and Health

MARCH 12-13, 2015
UNIVERSITY OF WISCONSIN-MADISON

The UW/Native Nations Summit on Environment and Health will provide an opportunity for Wisconsin tribal and community leaders to join with UW researchers and educators to participate in focused conversations that:

- recognize our shared capacities and concerns about environment and health;
- support initiatives in tribal sovereignty related to environment, conservation, and all facets of health (physical, emotional, spiritual, psychological, cultural, community and environmental);
- solidify and expand the cooperating community that links tribal governments and university researchers in the areas of environment and health; and
- develop realistic, practical action plans for projects that unite tribal and university resources.

For more information, contact:
Steve Pomplun, Nelson Institute
spomplun@wisc.edu, 608-263-3063

Schedule of events

THURSDAY, MARCH 12

Fluno Center, 601 University Avenue, Madison

- 5:30 PM Welcoming Reception for Summit participants
- 7:00 PM Keynote lecture: **Jacqueline Pata**, Executive Director,
National Congress of American Indians

FRIDAY, MARCH 13

Fluno Center, 601 University Avenue, Madison

- 8:00 AM Breakfast
- 9:00 AM The Drum, Welcome, Invocation
- 9:15 AM Leadership Roundtable: The Wisconsin Idea
and Tribal Communities
*Tribal chairs discuss and describe priority issues and
reflect on research relationships with UW: What models do
and don't work? What would be of real and lasting value?*
- 10:45 AM Break
- 11:00 AM Presentations by UW faculty members
Current and potential partnerships and projects
- NOON Lunch
- 1:30 PM Topical Breakout sessions I
*(Small group discussions organized on mining;
climate change, forestry and wildlife; health; traditional
agriculture and permaculture; water quality and fisheries;
culturally appropriate economic development; and
education.)*
- 2:45 PM Break
- 3:00 PM Topical Breakout sessions II
- 4:15 PM Next steps
- 4:45 PM Adjourn



Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above):

Additional signature (as needed):

Additional signature (as needed):

1) Save a copy of this form in a pdf format.

2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

**ONEIDA TRIBE OF INDIANS OF WISCONSIN
TRAVEL AUTHORIZATION REQUEST**

General Travel Information

Name of Traveler	Ron (Tehassi) Hill			
	Employee #	3416	Date of Birth	██████████
Destination	Chicago IL			
Departure date	April 6, 2015	Return date	April 9, 2015	
Purpose of travel	2014 Tribal Environmental Program Management Conference			
Charged GL Account	001-5230314-000-701000-XXX GAP Grant Funded			

GSA Rate Information for the destination


Per Diem rate per day	\$71	Lodging rate per day	\$159
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Cost Estimate Information

Description	Rate	Factor	Days/ Miles	Total
Per Diem initial travel date	\$71	75 %	1	\$53.25
Per Diem full day at destination	\$71	100 %	2	\$142.00
Per Diem return travel date	\$71	75 %	1	\$53.25
Subtract included meals				\$
Lodging including room rate plus taxes	\$159		3	\$477.00cc
Airfare plus \$200 pending sign off	\$	+ \$200.		\$
Private Car Mileage	\$ gas			\$50.00
Taxi or car rental	\$ parking			\$144.00cc
Luggage Fees	\$			\$
Registration – accept VISA? Yes / No	\$			\$
Total Cost Estimate				\$775.50

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance is not cleared within 10 calendar days after my travel return date, I shall be held responsible for the full amount advanced and that I may be reprimanded in accordance with the Personal Policies and Procedures for my failure to clear this matter within the time so allotted. Further, in the event that the advance payment is not cleared within 10 calendar days of my return, and I have not filed a formal written dispute as to the amount due, by signing below, I am hereby making a knowing and voluntary wage deduction for the entire amount outstanding.

Signatures / Approvals

	Signature	Date	Contact Phone #
Traveler		3-6-15	4420
Program Director			Not needed
General Manager			Not needed

2015 TRIBAL ENVIRONMENTAL PROGRAM MANAGEMENT (TEPM) CONFERENCE AGENDA

DRAFT

Track 1	Lake Superior: Air and Radiation
Track 2	Lake Huron: Multi-Media Planning
Track 3	Lake Michigan: Land and Chemical
Track 4	Illinois Room: Water
Meeting Room	Lake Erie
Meeting Room	Lake Ontario
Meeting Room	Indiana Room: Barbara Wester, Office of Regional Counsel
Computer Room	Computer Room A:
Computer Room	Computer Room B: Mine Hydrologic Modeling Training

Monday, April 06, 2015

8:00 am - 12:00 pm		Registration				
8:30am -12:00pm						<i>Mine Hydrologic Modeling Training</i> Nancy Schuldt, Fond du Lac Band
12:00 pm - 1:00 pm		LUNCH BREAK				
1:00 pm - 4:30 pm						<i>Mine Hydrologic Modeling Training</i> Nancy Schuldt, Fond du Lac Band
4 : 3 0 p m		Adjourn Day 1				

Tuesday, April 07, 2015

8:00 am - 12:30 pm	Tribe/EPA Meetings	Registration				
8:30am - 9:40 am		Plenary Session (Lake Michigan Room): <i>Conference Opening and Welcome</i> , (Deputy Regional Administrator - Tentative) <i>EPA Headquarters American Indian Environmental Office (AIEO) Update</i> , AIEO Director - Tentative <i>Region 5 Grants Management Update</i> , Speaker TBD				
9:40 am - 10:40 am		Plenary Session (Lake Michigan Room): <i>Revisit 30 Years of the 1984 EPA Indian Policy</i> Levi Brown, Leech Lake Band; Richard Du Bey, Short, Cressman & Burgess; AIEO speaker (tentative)				
10:40 am - 10:50 am		MORNING BREAK				
10:50 am - 11:50 am		<i>EPA Air Program Priorities Concerns, Open Forum with EPA Senior Management</i> John Mooney, Air and Radiation Division (ARD)	Grants Management (TBD)	<i>Oneida's Brownfields Program</i> Victoria Flowers, Oneida Tribe of Wisconsin	<i>Water Quality Nutrient</i> Candice Bauer, Water Division (WD) Speaker TBD, WD	<i>Mine Hydrologic Modeling Training</i> Nancy Schuldt, Fond du Lac Band
11:50 am - 1:00 pm		LUNCH BREAK 12:00 - 1:00 pm: Brown Bag Meet and Greet for EPA Water and Tribal Staff (Room 1515B, 15 th Floor) Contact: Dan Samardzich, 312.886.5892				
1:00 pm - 2:15 pm		Plenary Session (Lake Michigan Room): <i>Climate Change Planning</i> Abigail Derby Lewis, Field Museum's Climate Change Ecologist Angela Larsen, Alliance for the Great Lakes				
2:15 pm - 2:30 pm		AFTERNOON BREAK				
2:30 pm - 3:30 pm		<i>National Ambient Air Quality Standards</i> Eric Svingen, ARD	<i>Creating a Common Vision for Implementing the EPA Indian Policy</i> Facilitators: Levi Brown, Leech Lake Band and Kestutis Ambutas, Indian Environmental Office, EPA Region 5	<i>Zero Waste from 2014 (Phase 1) of the Soaring Eagle Casino Resort</i> Tom Rohrer, Central Michigan State Sally Kniffen, Saginaw Chippewa Tribe	<i>Stormwater Program Update</i> Brian Bell, WD Bob Newport, WD	<i>Mine Hydrologic Modeling Training</i> Nancy Schuldt, Fond du Lac Band
		<i>Future of Regional Haze Program</i> John Summerhays, ARD				
	<i>Taconite Federal Implementation Plan Success Story - Steve Rosenthal, ARD</i>					
3:30 pm - 4:30 pm	<i>Tribal Air Resources Journal and Tribal Areas of Interest</i> Brandy Toft, Leech Lake Band	<i>Improving General Assistance Program Grant Work Plan</i> Jennifer Falck Oneida Tribe of Wisconsin	<i>Tribal Community-Based Social Marketing Demonstration Fosters Sustainable Behavior</i> Shannon Judd, Fond du Lac Stacey Durley, Tetra Tech	<i>Asian Carp</i> Bill Bolen Great Lakes National Program Office (GLNPO)		
	<i>Basics of Emission Inventories</i> Anthony Ross, ARD	<i>U.S. Nuclear Regulatory Commission Update</i> Michelle Ryan, U.S. NRC				
4:30 pm	Adjourn Day 2					

8:00 am - 12:30 pm	Tribe/EPA Meetings	Registration				
8:30 am - 9:30 am		Plenary Session (Lake Michigan Room): <i>Pipelines and Hazardous Materials</i> Harold Winnie, Community and Technical Support (CATS) member, Department of Transportation (Tentative)				
9:30 am - 10:30 am		Plenary Session (Lake Michigan Room): <i>Transportation of Oil through the Great Lakes</i> Michele Leduc-Lapierre, Great Lakes Commission <i>TransCanada Pipelines' Energy East Proposal</i> Kathleen Brosemer, Sault Ste. Marie Tribe				
10:30 am - 10:45 am		MORNING BREAK				
10:45 am - 11:45 am		<i>Energy Efficiency</i> Audrie Washington, ARD Jon Mauchmar, Little Traverse Bay Band	<i>Regional Response Team Mapping Tool Demonstration</i> Brian Cooper and Jon Gulch, Superfund Division	<i>Pesticide Application Requirements and Pest Management in Indian Country</i> Mark Ackerman, WD Shem-Mong Chou and Seth Dibblee, Land and Chemical Division (LCD) Jody LaFriniere, White Earth Band	<i>Emerging Concentrated Animal Feeding Operation (CAFO) Issues: Legal, Regulatory, Impacts & Aspects</i> - Jim Snitgen and Jason Spiegel, Oneida Tribe; Naomi Tillison, Bad River Band; Linda Nguyen, Red Cliff Band	<i>Mine Hydrologic Modeling Training</i> Nancy Schuldt, Fond du Lac Band
11:45 am - 1:00 pm		LUNCH BREAK 12:00 - 1:00 pm: Brown Bag Meet and Greet for EPA Water and Tribal Staff (Lake Erie Room) Fond du Lac Wild Rice Discussion - Contact: Dan Samardzich, 312.886.5892				
1:00 pm - 2:00 pm		<i>Polycyclic Aromatic Hydrocarbon (PAH) Project Highlights</i> Charlie Lippert, Mille Lacs Band	<i>Michigan UIC Primacy Project - Class II/Oil and Gas Production Wells</i> Ross Micham, WD	<i>Greener Cleanups</i> Brad Bradley, Project Manager, Superfund Division	<i>(Continued) CAFO Issues: Legal, Regulatory, Impacts & Aspects</i> Cheryl Burdett, EPA Barbara Wester, ORC	<i>Mine Hydrologic Modeling Training</i> Nancy Schuldt, Fond du Lac Band
2:00 pm - 3:00 pm		<i>Wood Smoke Control</i> Steve Rosenthal, ARD	<i>Interactive Planning for Great Lakes Restoration Initiative Funding (Tentative)</i>	<i>Infrastructure Task Force Tribal Waste Management Workgroup Initiatives</i> Charles Reddoor, ORCR Char Spruce, Keweenaw Bay Indian Community	<i>Components of a Clean Water Act (CWA) Section 319 Program</i> Janette Marsh, WD	
		<i>The Undertaker Is Calling... A Potential Minor Source Story</i> Brandy Toft, Leech Lake Band				
3:00 pm - 3:15 pm		AFTERNOON BREAK				
3:15 pm - 5:00 pm	Region 5 Tribal Caucus Planning Meeting (Lake Michigan Room)					
5:00 pm	Adjourn Day 3					

Thursday, April 09, 2015

8:30 am - 9:45 am		Plenary Session (Lake Michigan Room): <i>Implementing Quality Systems, Approaches for Environmental Programs</i> Kevin Bolger, EPA Region 5 Planning Group <i>GLRI-funded Quality Management System Project</i> , Jeff McLeod, Quality Officer, Sault Ste. Marie Tribe			
9:45 am - 10:45 am	Tribe/EPA Meetings	<i>General Aspects of Air Modeling</i> Randall Robinson, ARD	<i>Toxics Release Inventory (TRI)</i> Brad Grams and Estrella Calvo, LCD Elizabeth Jackson, Office of Environmental Information (Tentative)	<i>Anaerobic Digestion Applications Toward Tribal Solid Waste Management Plans</i> Carol Staniec, LCD	<i>Protection of High Quality Waters Within Regulatory Framework</i> Margaret Watkins, Grand Portage Band Nancy Schuldt, Fond du Lac Band
		<i>Radon</i> Mike Murphy, ARD			
10:45 am - 11:00 am		MORNING BREAK			
11:00 - 12:00 am		<i>Frac Sand Mining</i> Martha Fuoco, ARD	<i>Underground Storage Tank Regulations</i> Sherry Kamke, LCD (Tentative)	<i>Tribal Waste Management Operating Budget Tracking Template</i> Dolly Tong, LCD	<i>EPA and CWA Section 106</i> Robyn Delehanty, Office of Water, EPA Headquarters
				No Presentation Prepare room for the R5TOC Meeting	
12:00 am - 1:00 pm		LUNCH BREAK			
1:00 pm - 4:00 pm		Region 5 Tribal Operations Committee (R5TOC) Meeting (Lake Michigan Room)			
3:45 pm - 4:00 pm		AFTERNOON BREAK			
4:00 pm - 5:00 pm					
5:00 pm		Adjourn Day 4			

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 03 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above):

Additional signature (as needed):

Additional signature (as needed):

1) Save a copy of this form in a pdf format.

2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

Memo

To: Oneida Business Committee

From: Lisa Summers, Tribal Secretary

Date: March 12, 2015

Re: E-Poll Request Gaming Travel Procedural Exception for NIGA 2015 – San Diego, CA

E-Poll Date: March 6, 2015

Purpose: Request for a procedural exception to allow two additional employees to travel to San Diego, CA to attend the 2015 NIGA Annual Trade Show and Convention scheduled on March 30 – April 3, 2015.

E-Poll Results (votes)

Support: Melinda Danforth, Tehassi Hill, Brandon Stevens

Brandon Stevens For the record:
Approve the Gaming request, if they have the budget for it as allocated from the budgeting process it is now up to management to execute their priorities and we as a committee MACRO-manage and evaluate the decision made.

No Support: Lisa Summers, Fawn Billie, Patricia King, Jennifer Webster

Lisa Summers For the record:
We know of at least 7 staff from the tribe (BC, Gaming & Going Commission). I would request all of the individuals attending work together, both before leaving and upon return, to cover the various topics and/or events taking place during the conference.

Fawn Billie For the record:
Team up with all Oneida reps for talking points to cover all aspects that need to be addressed for Oneida.

Trish King For the record:
If we already have tickets purchased for the Office Manager, then I would allow that to go through because we will not be able to receive any refunds for that ticket. Also, we gave the Gaming Manager authority to choose who from her Dept. she wanted to send. With that, I do not support the request for additional person's to attend. I agree with Lisa that with all the persons attending, we should be able to work together to cover all areas and share information.

Jennifer Webster For the record:
I approve for 1 more person (procedural exception) with switching out "Office Manager" to either "Finance" or "Operations" Manager. Then there will be 4 attending. With this approval I understand we would be stuck with Office Manager's ticket, however registration/hotel can be switched to new person.

April Skenandore

From: April Skenandore
Sent: Tuesday, March 10, 2015 4:14 PM
To: Brandon L. Yellowbird-Stevens; Cristina S. Danforth; Fawn J. Billie; Jennifer A. Webster; Lisa M. Summers; Melinda J. Danforth; Patricia M. King; Ronald W. Hill
Cc: Louise C. Cornelius; Jessalyn M. Harvath; Diana L. King; Doris Yelk-Wilberg; Brian A. Doxtator; Danelle A. Wilson; Fawn L. Cottrell; Jacob S. Metoxen; Jessica L. Wallenfang; Lisa A. Liggins; Mary C. Graves; Rhiannon R. Metoxen
Subject: RESULTS: E-Poll Gaming Procedural Exception for Travel to NIGA 2015

Good Afternoon,

E-poll Results

The e-poll regarding the Gaming General Manager's request for a procedural exception to the Travel Policy to allow two additional employees to travel to San Diego, CA to attend the 2015 NIGA Annual Trade Show and Convention scheduled on March 30 – April 3, 2015 is denied. This item will be placed on the March 25, 2015 BC agenda for ratification. Listed below is the results:

Support:

- 1) Melinda Danforth
- 2) Tehassi Hill
- 3) Brandon Stevens – For the record: Approve the Gaming request, if they have the budget for it as allocated from the budgeting process it is now up to management to execute their priorities and we as a committee MACRO-manage and evaluate the decision made.

No Support:

- 1) Lisa Summers – For the record: we know of at least 7 staff from the tribe (BC, Gaming & Going Commission). I would request all of the individuals attending work together, both before leaving and upon return, to cover the various topics and/or events taking place during the conference.
- 2) Fawn Billie – For the record: Team up with all Oneida reps for talking points to cover all aspects that need to be addressed for Oneida.
- 3) Trish King – For the record: If we already have tickets purchased for the Office Manager, then I would allow that to go through because we will not be able to receive any refunds for that ticket. Also, we gave the Gaming Manager authority to choose who from her Dept. she wanted to send. With that, I do not support the request for additional person's to attend. I agree with Lisa that with all the persons attending, we should be able to work together to cover all areas and share information
- 4) Jennifer Webster – For the record: I approve for 1 more person (procedural exception) with switching out "Office Manager" to either "Finance" or "Operations" Manager. Then there will be 4 attending. With this approval I understand we would be stuck with Office Manager's ticket, however registration/hotel can be switched to new person.



To: Oneida Business Committee
From: Louise Cornelius, Gaming General Manager
Date: March 4, 2015
Subject: Travel – Procedural Exception NIGA 2015

On behalf of the Gaming Division, I am providing this request to your attention for the purpose of taking action to approve a procedural exception as required by the Oneida Nation Travel Policy that will allow more than (3) persons to attend NIGA 2015.

The annual National Indian Gaming Tradeshow and Convention is a premier worldwide event for Indian Gaming professionals. This event will provide numerous opportunities to increase our competitive edge by evaluating the most creative and innovative technology, as well as business and marketing trends for the Gaming Industry.

Daily, we are challenged to remain competitive, know intense detail to the hardware / software and working components of every product we purchase, the benefit of networking with other Gaming Professionals is leverage for us to use in future decisions we make for the Gaming Division that will strengthen our competitive edge and identify improvement opportunities that are often unique to the Gaming Industry.

In addition to myself, Office Manager - Diana King, Slot Manager - David Emerson are registered and travel arrangements including airfare are confirmed. Gaming would have a total of (5) employees attending NIGA.

A procedural exception approval would support my two Assistant Gaming Managers, Frank Cornelius – Interim Assistant Gaming Manager Operations and Chad Fuss - Assistant Gaming Manager – Finance to attend NIGA 2015 as well. Assistant Gaming Manager, Lorna Skenandore would be the designated manager in charge.

The 2015 National Indian Gaming Tradeshow and Convention announcement is attached for your review. Thank you for consideration of this request.

**2015 NIGA ANNUAL TRADE SHOW AND CONVENTION
SCHEDULE OF EVENTS**

MONDAY, MARCH 30, 2015

8am – 4pm	Registration	San Diego Convention Center – Lobby D
9am – 5pm	NEWI Pre-Conference Tracks <i>Leadership Development</i> <i>What's Hot in Indian Gaming</i> <i>The Slot Academy Presented by Clarion Events Ltd</i>	Manchester Grand Hyatt
9am	Sovereignty Tournament	Barona Creek Golf Club
10am	Vice Chairman's Tournament	Oak Glen Golf Course at Sycuan
10am	Chairman's Tournament	Willow Glen Golf Course at Sycuan
6pm – 10 pm	Chairman's Welcome Reception	Manchester Grand Hyatt – 4 th Floor Poolside

TUESDAY, MARCH 31, 2015

7:30am	Associate Member Meeting	Meeting Room 22
8am – 4pm	Registration	San Diego Convention Center – Lobby D
9am – 5pm	Native American Arts & Craft Booths	Exhibit Hall E
9am – 4pm	NIGA Membership Meeting	Ballroom 20
9am – 10am	Conference Session 1	Meeting Rooms 23 – 33
10:15am – 11:15am	Conference Session 2	Meeting Rooms 23 – 33
11:30am – 12:30pm	Conference Session 3	Meeting Rooms 23 – 33
11:30am – 12:30pm	Regional Caucuses	Meeting Rooms
12:30pm – 2pm	Chairman's Leadership Awards Luncheon*	Ballroom 20
2:30pm – 4pm	NIGA Membership Meeting	Ballroom 20
2pm – 3pm	Conference Session 4	Meeting Rooms 23 – 33
3:15pm – 4:15pm	Conference Session 5	Meeting Rooms 23 – 33
5pm – 7pm	Cultural Reception <i>Presenting the Tim Wapato Sovereign Warrior Award</i>	Ballroom 20

WEDNESDAY, APRIL 1, 2015

8am – 4pm	Registration	San Diego Convention Center – Lobby D
8am – 5pm	Commissioner Certification Trainings	Meeting Rooms 23 – 33
9am	NEWI Keynote Address: Special Guest Speaker	Ballroom 20
9am – 5pm	Native American Arts & Craft Booths	Exhibit Halls E
9:45am	Trade Show Ribbon Cutting	Exhibit Hall Lobby
10am – 5pm	Indian Gaming Trade Show	Exhibit Halls BCDE
10:30am	Tribal Leaders Reception on the Trade Show Floor	Entertainment Lounge – Hall B
12pm – 1pm	Regional Caucuses	Meeting Rooms 23 – 33
1pm	<i>Cash Prize Drawing on the Show Floor</i>	<i>Trade Show Main Stage – Hall E</i>
1:30pm – 4:30pm	NIGA Annual Membership Meeting & Officer Elections	Ballroom 20
2pm – 3pm	Conference Session 6	Meeting Rooms 23 – 33
3:15pm – 4:15pm	Conference Session 7	Meeting Rooms 23 – 33
4:30pm	<i>Cash Prize Drawing on the Show Floor</i>	<i>Trade Show Main Stage – Hall E</i>
4pm – 5pm	NEWI AGEM VIP Cocktail Reception	Exhibit Halls BCDE
5:30pm – 6:30pm	American Indian Business Network Reception	Ballroom 20 Foyer
6:30pm	17 th Annual Wendell Chino Humanitarian Award Banquet* <i>Featuring FOREIGNER Live in Concert</i>	Ballroom 20

THURSDAY, APRIL 2, 2015

8am – Noon	Registration	San Diego Convention Center – Lobby D
8am – 5pm	Commissioner Certification Trainings	Meeting Rooms 23 – 33
9am	NEWI Keynote Address: The Future of Indian Gaming	Ballroom 20
9am – 4pm	Native American Arts & Craft Booths	Exhibit Hall E
9am	2016 Indian Gaming Exhibitor Sign-up	Exhibit Hall C – Information Kiosk
10am – 11am	Conference Session 8	Meeting Rooms 23 – 33
11:30am	<i>Cash Prize Drawing on the Show Floor</i>	<i>Trade Show Main Stage – Hall E</i>
1pm	<i>Cash Prize Drawing on the Show Floor</i>	<i>Trade Show Main Stage – Hall E</i>
2:30pm	<i>Grand Prize Cash Drawing on the Show Floor</i>	<i>Trade Show Main Stage – Hall E</i>
10am – 3pm	Indian Gaming Trade Show	Exhibit Halls BCDE

FRIDAY, APRIL 3, 2015

8am – 12pm	Commissioner Certification Trainings	Meeting Rooms 23 – 33
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*Please Note: A separate ticket is required for these two events.

**Dates and Times are subject to change.

Oneida Business Committee Meeting
Agenda Request Form

1. Meeting Date Requested: 03 / 25 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

[Empty box for session justification]

Agenda Header (choose one): Travel Request

Agenda item title (see instructions):

Ratify E-Poll (2nd Request) Gaming Travel Procedural Exception for NIGA 20115, San Diego, CA

Action requested (choose one)

Information only

Action - please describe:

Ratify E-Poll (2nd Request) to approve Gaming travel procedural exception for two additional employees to travel to San Diego, CA for the 2015 NIGA Annual Trade Show and Convention March 30 - April 3, 2015.

3. Justification

Why BC action is required (see instructions):

The Business Committee is required to approve all procedural exceptions for travel.

4. Supporting Materials

Instructions

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (Note: multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. [Empty box] 3. [Empty box]
2. [Empty box] 4. [Empty box]

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Lisa Summers, Tribal Secretary


Requestor (if different from above):
Name, Title / Dept. or Tribal Member

Additional signature (as needed):
Name, Title / Dept.

Additional signature (as needed):
Name, Title / Dept.

- 1) Save a copy of this form in a pdf format.
- 2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

Memo

To: Oneida Business Committee
From: Lisa Summers, Tribal Secretary 
Date: March 25, 2015
Re: Ratify E-Poll (2nd Request) for procedural exception for travel to NIGA for two additional Gaming employees

E-Poll Date: March 13, 2015

Purpose: Request for NEW e-poll for procedural exception for two additional staff to travel to San Diego, CA to attend the 2015 NIGA Annual Trade Show and Convention scheduled on March 30 – April 3, 2015.

E-Poll Results (votes)

Support: Melinda J. Danforth, Patricia King, Brandon Stevens, Tehassi Hill

For the record: Trish King - However, I am requesting that all travelers work together to make sure the Tribe's investment of sending them to this conference shows value.

No Support: Jennifer Webster

For the record: Jennifer Webster - I understand we are not to micro-manage and get into day-to-day business, however it's very concerning that our Gaming General Manager would chose to take "support staff" to a National Conference to help with organize speeches + mailing of canvas portraits, etc. instead of checking with the Finance & Operations Managers to see if their attendance would be needed. I would think speeches & mail outs would and could be done weeks before the event. It's unfortunate we are sending office staff instead of key personnel to the NIGA event. I cannot support the request.

The e-poll was initiated on March 13, 2015 with a request for responses due by March 16, 2015. Due to staff vacation and staff being out of the office unexpectedly, the e-poll results were not communicated until staff returned on March 23, 2015. At that point, it was past the deadline to submit to the agenda and it was decided to submit this item to the April 8, 2015 BC meeting to ratify the e-poll.

April Skenandore

From: Lisa A. Liggins
Sent: Monday, March 23, 2015 11:22 AM
To: Brandon L. Yellowbird-Stevens; Cristina S. Danforth; Fawn J. Billie; Jennifer A. Webster; Lisa M. Summers; Melinda J. Danforth; Patricia M. King; Ronald W. Hill
Cc: Louise C. Cornelius; Diana L. King; April Skenandore; Brian A. Doxtator; Danelle A. Wilson; Fawn L. Cottrell; Jacob S. Metoxen; Jessica L. Wallenfang; Lisa A. Liggins; Mary C. Graves; Rhiannon R. Metoxen
Subject: RESULTS: E-Poll NEW Request for Gaming Procedural Exception for Travel to NIGA 2015

Good Afternoon,

NEW E-POLL RESULTS

The NEW e-poll requesting a procedural exception for two additional staff to travel to San Diego, CA to attend the 2015 NIGA Annual Trade Show and Convention scheduled on March 30 – April 3, 2015 is complete and approved. This item will be placed on the April 8, 2015, BC agenda for ratification. Listed below are the results:

Support:

Melinda J. Danforth

Patricia King - However, I am requesting that all travelers work together to make sure the Tribe's investment of sending them to this conference shows value,

Brandon Stevens
Tehassi Hill

No Support:

Jennifer Webster - For the record: I understand we are not to micro-manage and get into day-to-day business, however it's very concerning that our Gaming General Manager would chose to take "support staff" to a National Conference to help with organize speeches + mailing of canvas portraits, etc. instead of checking with the Finance & Operations Managers to see if their attendance would be needed. I would think speeches & mail outs would and could be done weeks before the event. It's unfortunate we are sending office staff instead of key personnel to the NIGA event. I cannot support the request.

Thank you.

Lisa Liggins

Assistant to:
Tribal Secretary, Lisa Summers
Oneida Business Committee

direct phone: (920) 869-4434
fax: (920) 869-4040
lliggins@oneidanation.org



Health Plan Performance Monitor Prepared for Oneida Nation of Wisconsin



I. REPORT PARAMETERS

A. Medical Administrator: UMR/Wausau
 B. Prescription Drug Administrator: Optum Rx

Employer Rates used for Calculating Health Premiums:

Single	\$672.71
Employee +1	\$1,345.63
Family	\$1,788.15

II. PLAN EXPERIENCE

MONTH	FIXED COST ANALYSIS		VARIABLE COST ANALYSIS			TOTAL PLAN COSTS			ENROLLMENT			
	Provider Network Fees	Administration and ACA Fees	Medical Paid Claims	Prescription Drug Costs	TOTAL VARIABLE COSTS	Single Contracts	Employee +1 Contracts	Family Contracts	Single Contracts	Employee +1 Contracts	Family Contracts	TOTAL CONTRACTS
January 2015	\$33,976	\$62,542	\$1,505,151	\$327,107	\$1,832,258	857	501	653	857	501	653	2,011
February 2015	\$33,774	\$62,262	\$2,145,010	\$394,540	\$2,539,551	853	496	653	853	496	653	2,002
March 2015												
April 2015												
May 2015												
June 2015												
July 2015												
August 2015												
September 2015												
October 2015												
November 2015												
December 2015												
TOTALS	\$67,699	\$124,804	\$3,650,161	\$721,647	\$4,371,809	1,710	997	1,306	1,710	997	1,306	4,013

III. KEY INDICATORS

Average Single Enrollment:	855	Fixed Costs per Employee per Year:	\$576
Average Employee +1 Enrollment:	499	Variable Costs per Employee per Year:	\$13,073
Average Family Enrollment:	653	Total Costs per Employee per Year:	\$13,649
Average Total Enrollment:	2,007		

Total Plan Costs: \$4,564,312
 Projected Plan Costs: \$4,827,251
 Dollar Difference: \$262,939
 Funding Loss Ratio: 95%

Michelle M. Danforth-Anderson

From: Robert C. Brown
Sent: Sunday, March 22, 2015 9:56 PM
To: Michelle M. Danforth-Anderson
Subject: Emailing: AR-150329954.jpg
Attachments: AR-150329954.jpg

Good evening M.M.D.

Here is a replica of a longhouse that was fashioned out of the imitation bark at Howes Cave NY. Also the longhouse at a Seneca site south of Rochester, call Ganadigan, is known to be the place and area of Tsi?ku'sase'? who along with the Peacemaker and Hiawatha, helped raise the Chiefs of the Confederacy. G.Peter Jimerson, director of the land and area, had many people from many fields of expertise to help bring together the building of the longhouse that is there. They also looked for ways to extend the use of their building, and they form artificial bark, that resembled real elm tree bark. The only way that a person can tell that the bark is artificial is if they are really close to it. But from afar it looks very real. So constructing the longhouse at the Cultural Heritage grounds would be ideal, to utilizing the imitation bark.

Business Committee Meeting

9:00 a.m. Mar. 25, 2015

Thank you for printing clearly

Gene Red Hair

Shawn Skene

Loretta J. Stetson

Marianne J. Cole

Mah Boya

Anthony Galbraith

David J. J. J.

Larson Hartman

Michelle Mays

Kelly Skene

Mark Denny

Cheryl Skolaski

Janis M. Skene

Barry Corneil

Janice Amelus

Wes Mantel

Reanette Nix

Régine Doxtato

Sharon Moussey

Jenice Hirth
Walter Hulme

Michele Doxtato